

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY MONTHLY FEE STATEMENT COVER SHEET
FOR THE PERIOD SEPTEMBER 1, 2023, THROUGH SEPTEMBER 14, 2023

In re Bed Bath & Beyond Inc., *et al.*

Applicant: Kirkland & Ellis LLP and
Kirkland & Ellis International LLP.

Case No. 23-13359 (VFP)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: April 23, 2023

**COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.**

RETENTION ORDER ATTACHED.

<u>/s/ Joshua A. Sussberg</u>	<u>10/31/2023</u>
JOSHUA A. SUSSBERG	Date

<p style="text-align: center;">SECTION I FEE SUMMARY</p>
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Summary of Amounts Requested for the Period
September 1, 2023, through September 14, 2023 (the “**Compensation Period**”)

Fee Total	\$670,297.00
Disbursement Total	\$13,454.64
Total Fees Plus Disbursements	\$683,751.64

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$13,037,514.76
Total Fees and Expenses Allowed to Date:	\$0.00
Total Retainer Remaining:	\$517,125.25
Total Holdback:	\$2,561,753.90
Total Received by Applicant:	\$10,475,760.86

Name of Professional	Title	Department	Year Admitted	Hours	Rate	Fee
Olivia Acuna	Associate	Restructuring	2021	6.10	\$1,155.00	\$7,045.50
Jacob E. Black	Associate	Restructuring	2021	10.80	\$995.00	\$10,746.00
Alex Blaznik	Associate	Corporate - Debt Finance	2021	0.20	\$1,155.00	\$231.00
Jacqueline Cloutier	Associate	Corporate - Capital Markets	2023	0.10	\$995.00	\$99.50
Alessandra Corona Henriques	Associate	Corporate - Capital Markets	2021	2.00	\$1,155.00	\$2,310.00
Megan C. Feeney	Associate	Restructuring	Pending	6.40	\$885.00	\$5,664.00
Ross J. Fiedler	Associate	Restructuring	2019	63.60	\$1,295.00	\$82,362.00
Patrick Forte	Associate	Litigation - General	2021	10.40	\$1,080.00	\$11,232.00
Max M. Freedman	Associate	Restructuring	2021	2.80	\$995.00	\$2,786.00
Rachel Golden	Associate	Restructuring	2023	0.90	\$885.00	\$796.50
Samantha Helgason	Associate	Restructuring	2022	9.30	\$995.00	\$9,253.50
Elizabeth Hilton	Associate	Corporate - Debt Finance	2020	4.40	\$995.00	\$4,378.00
Noelle M. Howard	Associate	Restructuring	2023	3.70	\$885.00	\$3,274.50
Abdullah J. Khan	Associate	Corporate - Capital Markets	2023	2.50	\$885.00	\$2,212.50
Sooah Kim	Associate	ECEB - Employee Benefits	2022	0.90	\$885.00	\$796.50
Mike James Koch	Associate	Restructuring	2020	1.50	\$885.00	\$1,327.50
Sarah R. Margolis	Associate	Restructuring	2021	8.50	\$1,155.00	\$9,817.50
Chris Pavlovich	Associate	Restructuring	2019	4.60	\$1,155.00	\$5,313.00
Zak Piech	Associate	Restructuring	2022	50.00	\$885.00	\$44,250.00
Zak Read	Associate	Restructuring	2022	6.00	\$885.00	\$5,310.00
Chloe Reum	Associate	Litigation - General	2023	2.50	\$850.00	\$2,125.00
Elizabeth M. Roberts	Associate	Corporate - Debt Finance	2017	2.20	\$1,375.00	\$3,025.00
Christine Shang	Associate	Litigation - General	2016	9.70	\$1,245.00	\$12,076.50
Gelareh Sharafi	Associate	Restructuring	2023	6.30	\$885.00	\$5,575.50
Michael A. Sloman	Associate	Restructuring	2022	9.70	\$995.00	\$9,651.50
Noah Z. Sosnick	Associate	Restructuring	2021	79.20	\$1,155.00	\$91,476.00
Charles B. Sterrett	Associate	Restructuring	2019	21.80	\$1,245.00	\$27,141.00
David G. Strecker	Associate	Litigation - General	2022	12.80	\$985.00	\$12,608.00
Baya Yantren	Associate	Litigation - General	2019	16.30	\$1,080.00	\$17,604.00
Jessica M. Yeh	Associate	Taxation	2017	0.10	\$1,455.00	\$145.50
Mary Catherine Young	Associate	Restructuring	2023	22.50	\$885.00	\$19,912.50
Rachel Young	Associate	Restructuring	2023	0.60	\$885.00	\$531.00
Matthew Antinossi	Partner	ECEB - Employee Benefits	1999	1.80	\$1,895.00	\$3,411.00
Lindsey Beran	Partner	Litigation - General	2006	16.40	\$1,415.00	\$23,206.00
Matt Darch	Partner	Technology & IP Transactions	2013	3.80	\$1,405.00	\$5,339.00
Thad W. Davis, P.C.	Partner	Taxation	2005	1.60	\$1,795.00	\$2,872.00

Name of Professional	Title	Department	Year Admitted	Hours	Rate	Fee
Tamar Donikyan	Partner	Corporate - Capital Markets	2006	1.10	\$1,945.00	\$2,139.50
Emily Geier, P.C.	Partner	Restructuring	2012	67.10	\$1,495.00	\$100,314.50
Richard U. S. Howell, P.C.	Partner	Litigation - General	2006	2.70	\$1,620.00	\$4,374.00
Nisha Kanchanapoomi, P.C.	Partner	Corporate - Debt Finance	2006	0.20	\$1,795.00	\$359.00
Jacquelyn M. Kasulis, P.C.	Partner	Litigation - General	2004	25.00	\$1,835.00	\$45,875.00
Daniel Lewis, P.C.	Partner	Technology & IP Transactions	2008	2.00	\$1,695.00	\$3,390.00
Allison Lullo	Partner	Litigation - General	2011	19.30	\$1,410.00	\$27,213.00
Casey McGushin	Partner	Litigation - General	2014	3.80	\$1,415.00	\$5,377.00
William T. Pruitt	Partner	Litigation - General	2004	3.20	\$1,550.00	\$4,960.00
Josh Sussberg, P.C.	Partner	Restructuring	2004	2.70	\$2,045.00	\$5,521.50
Georgia Meadow	Junior Paralegal	Restructuring	N/A	0.30	\$325.00	\$97.50
Danielle Walker	Junior Paralegal	Restructuring	N/A	6.60	\$325.00	\$2,145.00
Tanzila Zomo	Junior Paralegal	Restructuring	N/A	1.00	\$325.00	\$325.00
Janet Bustamante	Paralegal	Litigation - General	N/A	10.00	\$395.00	\$3,950.00
Amy Donahue	Paralegal	Restructuring	N/A	14.60	\$480.00	\$7,008.00
Julia R. Foster	Paralegal	Restructuring	N/A	18.80	\$480.00	\$9,024.00
Song Lin	Litigation & Practice Tech Project Manager	Litigation - General	N/A	3.60	\$515.00	\$1,854.00
Matt Pinkney	Senior Designer	Presentation Design	N/A	1.00	\$465.00	\$465.00
TOTALS				585.00		\$670,297.00

**SECTION II
SUMMARY OF SERVICES**

Matter Number	Services Rendered	Hours	Fee
5	Corporate & Governance Matters	21.50	\$30,922.50
6	Disclosure Statement/Plan/Confirmation	236.20	\$281,196.00
7	DIP Financing and Cash Collateral	9.30	\$10,831.50
8	Cash Management	2.90	\$3,110.50
9	Automatic Stay Issues	15.40	\$18,049.00
10	Asset Sales/Section 363/Use, Sale & Disp	12.90	\$16,093.50
11	Executory Contracts & Unexpired Leases	18.60	\$23,160.00
12	Business Operations	0.50	\$647.50
13	Claims Administration	15.30	\$17,498.50
15	Creditor and Stakeholder Communications	2.50	\$3,365.50
17	Hearings	33.60	\$32,653.50
18	Insurance and Surety Matters	3.80	\$5,755.00
19	Utilities	0.60	\$531.00
20	Tax Matters	3.50	\$5,159.50
21	Case Administration	28.20	\$16,803.50
22	Retention – K&E	19.60	\$17,778.00
23	Retention – Non-K&E	7.10	\$6,661.50
24	Vendor Matters	1.30	\$1,518.50
25	Litigation	130.00	\$161,318.50
26	Non-Working Travel	18.10	\$11,373.00
29	Employee and Labor Matters	4.10	\$5,870.50
SERVICES TOTALS		585.00	\$670,297.00

**SECTION III
SUMMARY OF DISBURSEMENTS**

Disbursements	Amount
Third Party Telephone Charges	\$8.00
Standard Copies or Prints	\$116.80
Color Copies or Prints	\$248.60
Outside Messenger Services	\$121.90
Local Transportation	\$3,993.67
Travel Expense	\$4,620.30
Airfare	\$1,874.04
Transportation to/from airport	\$375.40
Travel Meals	\$609.10
Catering Expenses	\$44.50
Westlaw Research	\$114.50
LexisNexis Research	\$550.68
Overtime Transportation	\$131.42
Overtime Meals - Attorney	\$308.15
Document Services Overtime	\$105.78
Computer Database Research - Soft	\$231.80
DISBURSEMENTS TOTAL	\$13,454.64

**SECTION IV
CASE HISTORY**

- (1) Date cases filed: April 23, 2023
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: June 1, 2023, effective as of April 23, 2023. See **Exhibit A**.
If limit on number of hours or other limitations to retention, set forth: N/A
- (4) Summarize in brief the benefits to the estate and attach supplements as needed:¹
 - (a) The Applicant negotiated, drafted, and revised the chapter 11 plan and other documents related thereto, including the confirmation order and other confirmation related pleadings.
 - (b) The Applicant facilitated filing the chapter 11 plan, confirmation brief, confirmation order, and other confirmation related pleadings.
 - (c) The Applicant fielded various requests from the Debtors' landlords and negotiated associated lease related issues.
 - (d) The Applicant addressed objections to confirmation of the chapter 11 plan.
 - (e) The Applicant prepared for and participated in the combined hearing on approving the disclosure statement on a final basis and confirming the chapter 11 plan.
 - (f) The Applicant facilitated obtaining entry of an order approving the disclosure statement on a final basis and confirming the chapter 11 plan.
 - (g) The Applicant tended to others matters concerning administration of the chapter 11 cases.
 - (h) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.²

¹ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

² The invoice attached hereto as **Exhibit B** contains detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

- (5) Anticipated distribution to creditors:
- (a) Administration expense: To be paid in accordance with the *Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates* (the “Plan”). See Exhibit A to the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Second Amended Joint Chapter 11 Plan of Bed Bath & Beyond Inc. and Its Debtor Affiliates* [Docket No. 2172].
 - (b) Secured creditors: To be paid in accordance with the Plan.
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: This is the sixth monthly fee statement.

Exhibit A

Retention Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹



Order Filed on June 1, 2023

by Clerk

U.S. Bankruptcy Court

District of New Jersey

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KIRKLAND & ELLIS LLP
AND KIRKLAND & ELLIS INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF APRIL 23, 2023**

The relief set forth on the following pages, numbered two (2) through seven (7), is ORDERED.

DATED: June 1, 2023

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia
United States Bankruptcy Judge

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

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Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of April 23, 2023.

Upon the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of April 23, 2023* (the “Application”),² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (the “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective as of the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Joshua A. Sussberg, the president of Joshua A. Sussberg, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Sussberg Declaration”), and the declaration of Holly Etlin, the Chief Restructuring Officer and Chief Financial Officer of Bed Bath & Beyond Inc. (the “Etlin Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Sussberg Declaration that (a) Kirkland does not hold or represent an interest

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: BED BATH & BEYOND INC., *et al.*
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adverse to the Debtors' estates and (b) Kirkland is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, and the Court having been advised that all formal and informal objections to the Motion have been resolved, **IT IS HEREBY ORDERED THAT:**

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.
3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:
 - a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

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Debtors: BED BATH & BEYOND INC., *et al.*
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- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors' assets; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the

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Debtors: BED BATH & BEYOND INC., *et al.*
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Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Revised UST Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

5. Notwithstanding anything in the Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to

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Debtors: BED BATH & BEYOND INC., *et al.*
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Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Kirkland shall coordinate with Cole Schotz and any additional firms the Debtors retain regarding their respective responsibilities in these chapter 11 cases.

9. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. No agreement or understanding exists between Kirkland and any other person, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with these chapter 11 cases, nor shall Kirkland share or agree to share compensation received for services rendered in connection with these chapter 11 cases with any other person other than as permitted by Bankruptcy Code section 504.

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Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
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11. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

13. To the extent the Application, the Sussberg Declaration, the Etlin Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

14. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Application or otherwise waived.

15. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

16. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Exhibit 1

Engagement Letter

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Josh Sussberg, P.C.
To Call Writer Directly:
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December 22, 2022

Sue Gove
Director, President & Chief Executive Officer
Bed Bath & Beyond Inc.
650 Liberty Avenue
Union, New Jersey 07083

Re: Retention to Provide Legal Services

Dear Ms. Gove:

We are very pleased that you have asked us to represent Bed Bath & Beyond Inc. and its wholly owned subsidiaries, including those listed in an addendum to this letter (collectively, “Client”) in connection with a potential restructuring. Please note, the Firm’s representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity.

General Terms. This retention letter (this “Agreement”) sets forth the terms of Client’s retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the “Firm”)) to provide legal services and constitutes an agreement between the Firm and Client (the “Parties”). This Agreement (notwithstanding any guidelines for outside counsel that Client may provide to the Firm) sets forth the Parties’ entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the “Engagement”), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm’s billing rates from time to time in the ordinary course of the Firm’s representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client’s planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

Expenses. Expenses related to providing services shall be included in the Firm’s statements as disbursements advanced by the Firm on Client’s behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges,

December 22, 2022

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deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. Client agrees to provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), in the amount of \$1,000,000. In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that Client has provided the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied

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to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. Although we will return your records (i.e., your client file) to you at any time upon your written request, you agree that your client file will not include our Firm's internal files including administrative materials, internal communications, and drafts. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The

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Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction")). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Data Protection. You further agree that, if you provide us with personal data, you have complied with applicable data protection legislation and that we may process such personal data in accordance with our Data Transfer and Privacy Policy at www.kirkland.com. We process your personal data in order to (i) carry out work for you; (ii) share the data with third parties such as expert witnesses and other professional advisers if our work requires; (iii) comply with applicable laws and regulations and (iv) provide you with information relating to our Firm and its services.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client's interests but also to those of the Firm's other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm's other clients, the possibility exists that one of the Firm's current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which such other client may have retained the Firm or one of Client's adversaries may retain the Firm in a matter adverse to another entity or person.

In the event a present conflict of interest exists between Client and the Firm's other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm's representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (such representation an "Allowed Adverse Representation"). By way of example, such Allowed Adverse Representations might take the form of, among other contexts: litigation (including arbitration, mediation and other forms of

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dispute resolution); transactional work (including consensual and non-consensual merger, acquisition, and takeover situations, financings, and commercial agreements); counseling (including advising direct adversaries and competitors); and restructuring (including bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters).

Client also agrees that it will not, for itself or any other entity or person, assert that either (i) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (ii) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing another entity or person in any Allowed Adverse Representation. Client further agrees that any Allowed Adverse Representation does not breach any duty that the Firm owes to Client or any of Client's affiliates. Client also agrees that the Firm's representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, parent, subsidiary, affiliate, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

In addition, if a waiver of a conflict of interest necessary to allow the Firm to represent another client in a matter that is not substantially related to the Engagement is not effective for any reason, Client agrees that the Firm may withdraw from the Engagement. Should that occur, Client will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) the Firm's representation of Client or any of Client's affiliates in any past, present, or future matter or (b) the Firm's actual or possible possession of confidential information belonging to Client or any of Client's affiliates is a basis to disqualify the Firm from representing such other client or acting on such adverse matter.

It is important that you review this letter carefully and consider all of the advantages and disadvantages of waiving certain conflicts of interests that would otherwise bar the Firm from representing parties with interests adverse to you during the time in which the Firm is representing you. You also understand that because this waiver includes future issues and future clients that are unknown and unknowable at this time, it is impossible to provide you with any more details about those prospective clients and matters. Thus, in choosing to execute this waiver, you have recognized the inherent uncertainty about the array of potential matters and clients the Firm might take on in matters that are adverse to you but have nonetheless decided it is in your interest to waive conflicts of interest regarding the Allowed Adverse Representations and waive rights to prohibit the Firm's potential withdrawal should a conflict waiver prove ineffectual.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff ("attorney investment entities") have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client's debt or equity securities, may be adverse to Client, or conduct commercial transactions with Client (each, a "Passive Holding"). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm's exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons

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might seek to limit Client's ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm's judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm's disclosure of the foregoing.

Insurance. As required under California Business and Professions Code § 6148, Client is hereby advised that the Firm maintains errors and omissions insurance coverage that will be applicable to the services to be rendered by the Firm on Client's behalf as described in this Agreement.

Restructuring Cases. If it becomes necessary for Client to commence a restructuring case under chapter 11 of the U.S. Bankruptcy Code (a "Restructuring Case"), the Firm's ongoing employment by Client will be subject to the approval of the court with jurisdiction over the petition. If necessary, the Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by Client.

If necessary, the Firm will prepare a preliminary draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule"). The Firm will give Client a draft of the Disclosure Schedule once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Client's application to the court to retain the Firm.

If in the Firm's determination a conflict of interest arises in Client's Restructuring Case requiring separate conflicts counsel, then Client will be required to use separate conflicts counsel in those matters.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for

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and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

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Please confirm your agreement with the arrangements described in this letter by signing the enclosed copy of this letter in the space provided below and returning it to us. Please understand that, if we do not receive a signed copy of this letter within twenty-one days, we will withdraw from representing you in this Engagement.

Very truly yours,

KIRKLAND & ELLIS LLP

By: _____

Printed Name: Joshua A. Sussberg, P.C.
Title: Partner

Agreed and accepted this 22nd day of December, 2022

BED BATH & BEYOND INC., on behalf of itself
and its subsidiaries

DocuSigned by:

By: _____

Sue Gove

66C85A686824E1...

Name: Sue Gove

Title: President & Chief Executive Officer

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ADDENDUM: List of Client Subsidiaries

Bed Bath & Beyond Canada L.P.

BUY BUY BABY, INC.

Decorist, LLC

Harmon Stores, Inc.

BED BATH & BEYOND OF CALIFORNIA LIMITED LIABILITY COMPANY

BBB CANADA LP INC.

BBB Canada Ltd.

BBB Value Services Inc.

BBBY Management Corporation

BBBYCF LLC

BBBYTF LLC

bed 'n bath Stores Inc.

BWAO LLC

CHEF C HOLDINGS LLC

LIBERTY PROCUREMENT CO. INC.

Alamo Bed Bath & Beyond Inc.

Bed Bath & Beyond of

Annapolis Inc.

Bed Bath & Beyond of Arundel Inc.

Bed Bath & Beyond of Baton Rouge Inc.

Bed Bath & Beyond of

Birmingham Inc.

Bed Bath & Beyond of Bridgewater Inc.

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Bed Bath & Beyond of Davenport Inc.

Bed Bath & Beyond of Gallery Place, L.L.C.

Bed Bath & Beyond of East Hanover Inc.

Bed Bath & Beyond of Edgewater Inc.

Bed Bath & Beyond of Falls Church Inc.

Bed Bath & Beyond of Fashion Center Inc.

Bed Bath & Beyond of Frederick Inc.

Bed Bath & Beyond of

Gaithersburg Inc.

Bed Bath & Beyond of Knoxville Inc.

Bed Bath & Beyond of Lexington Inc.

Bed Bath & Beyond of Lincoln

Park Inc.

Bed Bath & Beyond of Louisville, Inc.

Bed Bath & Beyond of Mandeville Inc.

Bed Bath & Beyond of Opry Inc.

Bed Bath & Beyond of Overland Park Inc.

Bed Bath & Beyond of Palm Desert Inc.

Bed Bath & Beyond of Paradise Valley Inc.

Bed Bath & Beyond of Pittsford

Inc.

Bed Bath & Beyond of Portland Inc.

Bed Bath & Beyond of Rockford

Inc.

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Bed Bath & Beyond of Saint Louis Inc.

Bed Bath & Beyond of Towson Inc.

Bed Bath & Beyond of Virginia

Beach Inc.

Bed Bath & Beyond of Waldorf Inc.

Bed Bath & Beyond of Woodbridge Inc.

Buy Buy Baby of Rockville, Inc.

Buy Buy Baby of Springfield, Inc.

Buy Buy Baby of Totowa, Inc.

Deerbrook Bed Bath & Beyond
Inc.

Harmon of Brentwood Inc.

Harmon of Caldwell Inc.

Harmon of Carlstadt Inc.

Harmon of Franklin Inc.

Harmon of Greenbrook II Inc.

Harmon of Hackensack Inc.

Harmon of Hanover Inc.

Harmon of Hartsdale Inc.

Harmon of Manalapan Inc.

Harmon of Massapequa Inc.

Harmon of Melville Inc.

Harmon of New Rochelle Inc.

Harmon of Newton Inc.

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Harmon of Old Bridge Inc.

Harmon of Plainview Inc.

Harmon of Raritan Inc.

Harmon of Rockaway Inc.

Harmon of Shrewsbury Inc.

Harmon of Totowa Inc.

Harmon of Wayne Inc.

Harmon of Westfield Inc.

Harmon of Yonkers Inc.

San Antonio Bed Bath &

Beyond Inc.

Springfield Buy Buy Baby, Inc.

BBB Mexico LLC

Bed Bath & Beyond of Manhattan Inc.

Bed Bath & Beyond of Norman Inc.

Harmon of Roxbury Inc.

Of A Kind, Inc.

One Kings Lane LLC

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KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2022

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

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- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

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- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$6.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$6.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

Form order – ntcorder

UNITED STATES BANKRUPTCY COURT

District of New Jersey
MLK Jr Federal Building
50 Walnut Street
Newark, NJ 07102

Case No.: 23–13359–VFP
Chapter: 11
Judge: Vincent F. Papalia

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Bed Bath & Beyond Inc.
650 Liberty Avenue
Union, NJ 07083

Social Security No.:

Employer's Tax I.D. No.:
11–2250488

**NOTICE OF JUDGMENT OR ORDER
Pursuant to Fed. R. Bankr. P. 9022**

Please be advised that on June 5, 2023, the court entered the following judgment or order on the court's docket in the above-captioned case:

Document Number: 617 – 413

Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective as of April 23, 2023. (Related Doc # 413). Service of notice of the entry of this order pursuant to Rule 9022 was made on the appropriate parties. See BNC Certificate of Notice. Signed on 6/1/2023. (jf)

Parties may review the order by accessing it through PACER or the court's electronic case filing system (CM/ECF). Public terminals for viewing are also available at the courthouse in each vicinage.

Dated: June 5, 2023

JAN: jf

Jeanne Naughton
Clerk

Exhibit B

Invoice

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086623
Client Matter: 53510-5

In the Matter of Corporate & Governance Matters

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 30,922.50

Total legal services rendered

\$ 30,922.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Alessandra Corona Henriques	2.00	1,155.00	2,310.00
Tamar Donikyan	1.10	1,945.00	2,139.50
Ross J. Fiedler	3.60	1,295.00	4,662.00
Emily Geier, P.C.	10.10	1,495.00	15,099.50
Abdullah J. Khan	2.50	885.00	2,212.50
Josh Sussberg, P.C.	2.20	2,045.00	4,499.00
TOTALS	21.50		\$ 30,922.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Ross J. Fiedler	0.50	Telephone conference with joint venture partner counsel re settlement (.3); correspond with N. Sosnick, K&E team, Company re same (.2).
09/01/23	Emily Geier, P.C.	0.40	Correspond with R. Fiedler, K&E team, Company re governance issues.
09/01/23	Josh Sussberg, P.C.	0.50	Telephone conference with C. Flaton re status (.1); correspond re litigation matters and next steps (.1); correspond with H. Edelman and E. Geier re oversight committee member (.3).
09/05/23	Ross J. Fiedler	0.70	Telephone conference with E. Geier, K&E team re corporate matters (.5); correspond with K&E team re same (.2).
09/05/23	Emily Geier, P.C.	1.10	Telephone conference with PSZJ re governance matters (.3); correspond with J. Sussberg re same (.5); telephone conference with J. Sussberg, J. Kasulis re director presentation (.3).
09/05/23	Josh Sussberg, P.C.	0.40	Telephone conference with E. Geier re litigation matters and presentation of same (.2); correspond with same re oversight committee (.2).
09/06/23	Emily Geier, P.C.	1.60	Correspond and conference with Company re governance matters.
09/06/23	Josh Sussberg, P.C.	0.60	Review and analyze litigation matters report (.5); correspond with E. Geier re oversight committee status (.1).
09/07/23	Ross J. Fiedler	0.50	Telephone conference with E. Geier, disinterested directors re update, strategy, and next steps (.5).
09/07/23	Emily Geier, P.C.	1.20	Correspond and conference with Company, J. Sussberg re governance matters.
09/07/23	Josh Sussberg, P.C.	0.20	Correspond with E. Geier, Company re oversight committee and next steps.
09/08/23	Ross J. Fiedler	0.50	Review, revise board slides re chapter 11.
09/08/23	Emily Geier, P.C.	1.80	Correspond and conference with Company, R. Fiedler, K&E team re board presentation and communication (1.3); telephone conference with J. Kasulis re same (.5).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086623

Bed Bath and Beyond Inc.

Matter Number:

53510-5

Corporate & Governance Matters

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/08/23	Josh Sussberg, P.C.	0.50	Correspond re oversight committee and J. Stein status (.3); telephone conference with J. Easterly re same (.2).
09/10/23	Ross J. Fiedler	0.70	Telephone conference with K&E team, disinterested directors re update, ongoing workstreams.
09/10/23	Emily Geier, P.C.	1.90	Conference with disinterested directors, R. Fiedler, K&E team re governance matters (1.5); telephone conference and correspond with Company re same (.4).
09/11/23	Ross J. Fiedler	0.70	Correspond with Company advisors re joint venture settlement agreement (.3); telephone conference with Fox Rothschild re same (.2); telephone conference with Wachtell re same (.2).
09/11/23	Emily Geier, P.C.	0.70	Prepare for and attend board meeting.
09/11/23	Emily Geier, P.C.	0.40	Telephone conference with Company re board meeting.
09/11/23	Emily Geier, P.C.	0.60	Correspond with Company, R. Fiedler, K&E team re board meeting.
09/12/23	Alessandra Corona Henriques	0.50	Draft correspondence re monthly reports 8-K.
09/12/23	Tamar Donikyan	0.60	Correspond and conference with C. Nagler re 8-K for monthly reports (.3); review draft of same (.3).
09/12/23	Emily Geier, P.C.	0.40	Telephone conference with Company re board meeting follow up.
09/13/23	Alessandra Corona Henriques	1.00	Draft, revise 8-K re monthly reports.
09/13/23	Tamar Donikyan	0.50	Draft correspondence re 8-K filing on monthly reports.
09/13/23	Abdullah J. Khan	2.00	Prepare and review 8-K.
09/14/23	Alessandra Corona Henriques	0.50	Prepare and review 8-K.
09/14/23	Abdullah J. Khan	0.50	Prepare and review 8-K filing.
Total		21.50	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086624
Client Matter: 53510-6

In the Matter of Disclosure Statement/Plan/Confirmation

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 281,196.00

Total legal services rendered

\$ 281,196.00

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	0.30	1,155.00	346.50
Ross J. Fiedler	43.30	1,295.00	56,073.50
Max M. Freedman	1.20	995.00	1,194.00
Emily Geier, P.C.	47.90	1,495.00	71,610.50
Richard U. S. Howell, P.C.	2.40	1,620.00	3,888.00
Sarah R. Margolis	4.30	1,155.00	4,966.50
Casey McGushin	1.50	1,415.00	2,122.50
Chris Pavlovich	0.80	1,155.00	924.00
Zak Piech	41.60	885.00	36,816.00
Noah Z. Sosnick	76.20	1,155.00	88,011.00
Josh Sussberg, P.C.	0.40	2,045.00	818.00
Mary Catherine Young	16.30	885.00	14,425.50
TOTALS	236.20		\$ 281,196.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Olivia Acuna	0.30	Telephone conference with interested party re plan language (.2); correspond with R. Fiedler, K&E team re same (.1).
09/01/23	Ross J. Fiedler	2.80	Telephone conference with E. Geier, H. Etlin, Company re deal updates, strategy, next steps (.3); review, analyze plan considerations, related objections (2.0); correspond with N. Sosnick re same (.5).
09/01/23	Emily Geier, P.C.	2.60	Correspond with R. Fiedler, K&E team re plan supplement, members (1.1); correspond with R. Fiedler, K&E team re confirmation objections, potential resolutions (1.2); research re same (.3).
09/01/23	Richard U. S. Howell, P.C.	0.30	Review materials in preparation for confirmation hearing.
09/01/23	Zak Piech	3.60	Review, analyze confirmation objections (.6); research precedent re same (1.1); correspond with N. Sosnick, K&E team re same (.5); revise confirmation order (1.1); correspond with N. Sosnick re same (.3).
09/01/23	Noah Z. Sosnick	7.30	Telephone conference with U.S. Trustee re plan (.1); telephone conferences with R. Fiedler, F. Yudkin, Z. Piech re same (.4); correspond with Pachulski, Proskauer re plan language (.3); correspond with objecting parties re plan objections (1.3); review, analyze same (2.0); draft confirmation brief (1.5); correspond with Z. Piech, K&E team re plan objections, strategy (.5); correspond with Alix re assumed contracts, plan supplement (.3); review, revise confirmation order (.6); revise objection summary (.3).
09/01/23	Mary Catherine Young	2.00	Review, analyze confirmation order, plan objections, reservations of rights (.7); research re same (.9); revise summary re same (.4).
09/02/23	Ross J. Fiedler	2.60	Review, revise plan, confirmation order (2.3); correspond with K&E team re same, voting report (.3).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/02/23	Zak Piech	3.70	Research precedent re confirmation brief (1.4); correspond with M. Young re same (.2); revise confirmation order (1.8); correspond with R. Fiedler, K&E team re same (.3).
09/02/23	Noah Z. Sosnick	2.40	Review, analyze plan objections (.5); revise plan, confirmation order (1.5); correspond with R. Fiedler, Z. Piech, M. Young re plan considerations (.4).
09/02/23	Mary Catherine Young	2.10	Research re gatekeeper provision (1.3); correspond with Z. Piech, N. Sosnick re same (.8).
09/03/23	Emily Geier, P.C.	4.30	Telephone conference with Company, H. Etlin re plan matters and related issues (.5); correspond with D. Hunter, K&E team re plan, deadlines, and plan supplement (3.4); correspond and conference with Proskauer team re same (.2); correspond and conference with PSZJ team re same (.2).
09/04/23	Ross J. Fiedler	2.60	Correspond with K&E team, third parties re plan, confirmation order, and related issues (1.5); analyze issues re same (.7); telephone conferences with K&E team, third parties re same (.4).
09/04/23	Emily Geier, P.C.	4.40	Correspond with Company, R. Fiedler, K&E team re plan, confirmation issues (2.2); conference with Company, R. Fiedler, K&E team re same (2.2).
09/04/23	Noah Z. Sosnick	6.00	Draft confirmation brief.
09/05/23	Ross J. Fiedler	4.80	Telephone conference with D. Kastin, H. Etlin, and E. Geier re plan, strategy, and next steps (.5); same with US Trustee, K&E team re plan, confirmation order (.5); correspond with company, K&E team, and Fox Rothschild re JV settlement (.3); telephone conferences with M. Berns re same (.3); review, revise declaration in support of confirmation (.5); correspond with K&E team, advisors re plan, confirmation (.5); review, analyze comments to plan, confirmation order (.5); analyze issues re same (1.0); telephone conferences with Cole Schotz, K&E team, and advisors re same (.7).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/05/23	Emily Geier, P.C.	4.70	Correspond with Company, R. Fiedler, K&E team re plan, confirmation issues (1.0); conference with Company, R. Fiedler, K&E team re same (1.5); review, analyze same (1.5); telephone conference with U.S. Trustee re same (.3); telephone conference with H. Etlin, Company re deal updates (.4).
09/05/23	Zak Piech	1.80	Analyze issues re confirmation objections (.7); draft, revise summary re same (.5); correspond with N. Sosnick, K&E team re same (.2); analyze issues re confirmation order (.4).
09/05/23	Noah Z. Sosnick	11.20	Draft confirmation brief (.3); revise objection summary (1.2); correspond with objecting parties re plan (1.2); telephone conferences with objecting parties re same (1.1); analyze confirmation objections (2.5); review, analyze precedent re gatekeeper provision (1.3); correspond with Kroll re voting declaration (.2); telephone conferences with R. Fiedler re confirmation issues (.2); correspond with R. Fiedler re same (.2); telephone conferences with Alix re same (.2); review, analyze confirmation declarations (.3); revise confirmation brief (2.5).
09/05/23	Mary Catherine Young	4.90	Review, analyze correspondence re plan, confirmation objections (.5); review, revise confirmation declarations (.6); review, analyze plan, confirmation objections (.4); draft confirmation brief objection summary (3.4).
09/06/23	Ross J. Fiedler	3.10	Telephone conferences with company advisors, creditor advisors re Plan, Confirmation Order, and related issues (1.5); correspond with company advisors, creditor advisors re same (.5); review, revise Plan, Confirmation Order (.3); attend to confirmation briefing, related issues (.5); attend to Mexico JV settlement (.3).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/06/23	Emily Geier, P.C.	6.20	Correspond with R. Fiedler, K&E team re confirmation issues, related documents (2.3); conference with R. Fiedler, K&E team re same (2.6); telephone conference with Proskauer, M3, AlixPartners, R. Fiedler, K&E team re plan confirmation requests, funding, plan supplement (.4); correspond with Proskauer, M3, AlixPartners, R. Fiedler, K&E team re plan supplement (.9).
09/06/23	Richard U. S. Howell, P.C.	0.30	Review correspondence and related materials to develop strategy for confirmation hearing.
09/06/23	Sarah R. Margolis	2.40	Correspond with M. Young re plan supplement (.1); correspond with N. Sosnick re same (.1); correspond with creditor re solicitation process, ballot (.2); review, analyze contracts re plan supplement (1.0); correspond with R. Fiedler, N. Sosnick re same (1.0).
09/06/23	Chris Pavlovich	0.80	Correspond with C. Sterrett, creditors re plan distributions (.2); research re same (.6).
09/06/23	Zak Piech	3.30	Revise summary re confirmation objections (2.3); correspond with M. Young, K&E team re same (.3); review, analyze issues re confirmation order (.7).
09/06/23	Noah Z. Sosnick	8.30	Telephone conference with Proskauer, M3, AlixPartners re plan funding (.5); telephone conferences with objection counterparties re plan objections (.6); telephone conferences with R. Fiedler, K&E team re plan issues (.5); correspond with objection counterparties re plan objections (2.0); review, analyze same (1.2); correspond with Cole Schotz re confirmation docs (.1); telephone conference with Cole Schotz re same (.2); correspond with M. Young, Z. Piech re confirmation documents (.4); revise confirmation brief (1.3); correspond with E. Geier, Cole Schotz re same (.3); correspond with AlixPartners, Kroll re confirmation, plan supplement materials (.4); revise objection summary (.8).
09/06/23	Josh Sussberg, P.C.	0.20	Telephone conference with M. Sirota re confirmation (.1); correspond with E. Geier re same (.1).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/06/23	Mary Catherine Young	0.80	Review, revise objection summary (.4); correspond with N. Sosnick re same (.1); correspond with N. Sosnick re confirmation declaration (.3).
09/07/23	Ross J. Fiedler	5.60	Review, analyze plan, confirmation order issues and comments (1.0); telephone conferences with company advisors, creditor advisors re same (1.0); same with Texas Taxing Authorities re same (.5); telephone conference with advisors re plan supplement (.5); review, revise declaration in support of confirmation (.4); review, revise 9019 motion re JV settlement (.5); review, revise confirmation brief and confirmation order (1.4); review plan supplement (.3).
09/07/23	Emily Geier, P.C.	6.20	Telephone conference with Proskauer, PSZJ re plan supplement, related matters (.4); correspond with R. Fiedler, K&E team, advisors re plan, confirmation issues (3.9); correspond with interested parties re objections, resolutions to same (1.9).
09/07/23	Richard U. S. Howell, P.C.	1.20	Review materials in preparation for confirmation hearing (.5); review and provide comments to draft declaration (.4); prepare and review correspondence re confirmation hearing and related issues (.3).
09/07/23	Sarah R. Margolis	1.10	Correspond with R. Fiedler, E. Roberts re first in last out claims (.9); correspond with Kroll team re same (.2).
09/07/23	Casey McGushin	0.70	Review and revise draft confirmation brief and supporting declaration.
09/07/23	Zak Piech	5.00	Revise confirmation order (1.2); review, analyze issues re same (.7); conference with R. Fiedler, K&E team, Proskauer, Pachulski re confirmation issues (.5); further revise confirmation order (1.9); correspond with N. Sosnick, K&E team re same (.3); prepare same for filing (.4).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/07/23	Noah Z. Sosnick	13.60	Telephone conference with Proskauer re plan comments (.3); telephone conference with Texas Taxing Authorities re plan objection (.5); telephone conference with PSZJ, PR re plan Supplement (.5); telephone conferences with R. Fiedler, K&E, CS re plan issues (.5); draft, revise confirmation docs (3.9); coordinate filing re same (1.1); revise confirmation declarations (1.2); correspond with objecting parties re plan objections (.3); conference with objecting parties re same (.4); correspond with R. Fiedler, K&E team re same (.6); draft, revise plan supplement (1.4); correspond with Alix, M. Young, K&E team re same (.2); revise confirmation brief objection summary (2.3); correspond with CS re confirmation documents filings (.4).
09/07/23	Mary Catherine Young	6.50	Review, revise confirmation declarations (3.3); conference with N. Sosnick, K&E team, Pachulski, Proskauer teams re plan supplement (.5); revise plan supplement (.2); revise objection summary (1.3); review, revise confirmation pleadings (.9); coordinate filing re same (.3).
09/08/23	Ross J. Fiedler	4.20	Review, revise, and analyze confirmation order, plan, confirmation brief, declarations, and related documents (2.5); telephone conferences with Chubb re same (.7); telephone conference with D. Kastin, E. Geier re same (.5); same with H. Etlin, D. Kastin, and E. Geier re same (.5).
09/08/23	Emily Geier, P.C.	6.10	Correspond with R. Fiedler, K&E team re confirmation objections, order, plan supplement (5.1); correspond with N. Sosnick, K&E team re plan issues (.6); conference with Company re same, related updates (.4).
09/08/23	Sarah R. Margolis	0.80	Correspond with Cole Schotz re plan supplement, executory contracts (.2); correspond with landlord counsel re voting certification (.2); correspond with Kroll team re same (.2); correspond with Kroll team re confirmation hearing (.2).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/08/23	Zak Piech	3.70	Analyze issues re confirmation objections (.7); revise confirmation order (.8); correspond with N. Sosnick re same (.3); research precedent re confirmation presentation (.6); draft, revise same (1.3).
09/08/23	Noah Z. Sosnick	5.10	Telephone conference with Z. Piech re plan documents (.3); telephone conference with objecting party re plan objection (.4); correspond with objecting parties re plan objections (1.5); draft, revise language re same (.4); correspond with Z. Piech, K&E team, PR re plan issues (1.2); review, revise confirmation order (.5); revise plan (.3); coordinate filing re plan documents (.5).
09/09/23	Ross J. Fiedler	1.00	Attend to plan, confirmation order, and related documents and issues.
09/09/23	Emily Geier, P.C.	1.90	Telephone conferences with objecting parties re confirmation objections, resolutions (.6); correspond with objecting parties re same (.5); correspond with K&E team re same (.8).
09/09/23	Zak Piech	3.50	Draft, revise confirmation hearing presentation (2.1); review, analyze precedent re same (1.4).
09/09/23	Noah Z. Sosnick	0.20	Correspond with PSZJ, U.S. Trustee re plan comments.
09/10/23	Ross J. Fiedler	1.40	Attend to plan, confirmation order, and related documents and issues (1.0); telephone conferences with K&E team re same (.4).
09/10/23	Emily Geier, P.C.	0.70	Correspond with Z. Piech, K&E team re plan, confirmation order revisions.
09/10/23	Zak Piech	7.50	Draft, revise confirmation hearing presentation (2.4); review, analyze precedent re same (1.4); correspond with N. Sosnick, K&E team re same (.6); revise confirmation order (1.1); correspond with N. Sosnick re same (.4); further revise confirmation hearing presentation (1.6).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/10/23	Noah Z. Sosnick	4.90	Telephone conference with R. Fiedler re confirmation issues (.3); revise plan (1.6); revise confirmation order (1.5); correspond with PR, PSZJ re plan Supplement materials (.3); correspond with PR re plan objection language (.2); revise confirmation presentation (.8); correspond with PR, PSZJ re plan, confirmation order (.2).
09/11/23	Ross J. Fiedler	7.50	Prepare for confirmation hearing (4.0); correspond with N. Sosnick, K&E team, creditor advisors re plan, confirmation order (2.0); telephone conference with Company, Department of Labor re same (.5); review plan, plan supplement, confirmation order (.5); coordinate filing of same (.3); review confirmation agenda (.2).
09/11/23	Emily Geier, P.C.	6.30	Correspond with Company, K&E team re plan, confirmation issues (2.1); conference with Company, K&E team re same (1.8); research re same (1.3); correspond with counterparties re same (1.1)
09/11/23	Richard U. S. Howell, P.C.	0.60	Prepare and review correspondence in advance of confirmation hearing.
09/11/23	Zak Piech	4.70	Revise confirmation order (.8); revise confirmation hearing presentation (.5); analyze issues re confirmation (1.7); correspond with N. Sosnick, K&E team re same (.3); further revise confirmation order (1.4).
09/11/23	Noah Z. Sosnick	8.70	Draft, revise plan supplement (.7); revise plan, confirmation order (2.1); coordinate filing re same (.3); correspond with PR, PSZJ re plan issues (.4); correspond with objecting parties re confirmation objections (.4); prepare, draft talking points re confirmation hearing (3.0); research re plan issues (1.5); correspond with AlixPartners, Kroll re voting results (.3).
09/11/23	Noah Z. Sosnick	0.30	Correspond with R. Fiedler, K&E team re insurance language.

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/23	Ross J. Fiedler	6.00	Prepare for combined plan confirmation and disclosure statement approval hearing (4.0); telephone conferences with Company advisors, creditor advisors re same (1.0); review confirmation order (.5); review, analyze issues re same (.5).
09/12/23	Emily Geier, P.C.	4.20	Correspond with interested parties, K&E team re confirmation order (2.3); review objections (1.1); review, revise talking points re same (.8).
09/12/23	Casey McGushin	0.80	Review and analyze declaration and pleading in preparation for confirmation hearing.
09/12/23	Zak Piech	2.90	Revise confirmation order (1.9); correspond with N. Sosnick, K&E team re same (.2); revise confirmation hearing presentation (.6); correspond with N. Sosnick, K&E team re same (.2).
09/12/23	Noah Z. Sosnick	6.00	Prepare and draft talking points re confirmation hearing (3.6); coordinate filing re confirmation documents (1.1); revise presentation (.4); correspond with Cole Schotz, K&E team re confirmation hearing materials (.4); telephone conferences with same re same (.5).
09/12/23	Josh Sussberg, P.C.	0.20	Correspond with E. Geier re confirmation and status.
09/13/23	Ross J. Fiedler	1.10	Correspond with K&E team, creditor advisors re confirmation order (.4); correspond with Fox Rothschild re JV settlement (.2); telephone conference with Fox Rothschild re same (.2); review settlement documents re same (.3).
09/13/23	Emily Geier, P.C.	0.30	Correspond with K&E team, interested parties re confirmation order.
09/13/23	Zak Piech	0.20	Revise confirmation order.
09/13/23	Noah Z. Sosnick	1.50	Revise confirmation order (.5); correspond with K&E, CS re same (.3); correspond with PR, PSZJ re confirmation materials (.2); coordinate filing re same (.3); correspond with objecting parties re same (.2).
09/14/23	Ross J. Fiedler	0.60	Review, revise 9019 motion re JV settlement (.3); correspond with J. Black re same (.1); review revised confirmation order (.2).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086624

Bed Bath and Beyond Inc.

Matter Number:

53510-6

Disclosure Statement/Plan/Confirmation

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/14/23	Max M. Freedman	1.20	Draft summary re plan, confirmation considerations (.8); correspond with E. Geier, K&E team re same (.2); review, revise same (.2).
09/14/23	Zak Piech	1.70	Research plan effective date issues (.8); revise confirmation order (.7); correspond with N. Sosnick, K&E team re same (.2).
09/14/23	Noah Z. Sosnick	0.70	Revise confirmation order (.4); correspond with K&E team, Cole Schotz re same (.3).
Total		236.20	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086625
Client Matter: 53510-7

In the Matter of DIP Financing and Cash Collateral

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 10,831.50

Total legal services rendered

\$ 10,831.50

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086625

Bed Bath and Beyond Inc.

Matter Number:

53510-7

DIP Financing and Cash Collateral

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	1.00	1,155.00	1,155.00
Alex Blaznik	0.20	1,155.00	231.00
Ross J. Fiedler	1.30	1,295.00	1,683.50
Elizabeth Hilton	4.40	995.00	4,378.00
Nisha Kanchanapoomi, P.C.	0.20	1,795.00	359.00
Elizabeth M. Roberts	2.20	1,375.00	3,025.00
TOTALS	9.30		\$ 10,831.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/06/23	Olivia Acuna	0.50	Analyze professional fee reporting (.4); correspond with Alix team re same (.1).
09/06/23	Ross J. Fiedler	0.80	Attend to DIP amendment, related issues (.8).
09/06/23	Elizabeth Hilton	1.50	Review, analyze DIP financing amendment.
09/06/23	Nisha Kanchanapoomi, P.C.	0.20	Review, analyze DIP amendment (.1); correspond with E. Hilton re same (.1).
09/06/23	Elizabeth M. Roberts	1.20	Participate in telephone conference with Company re DIP amendment (.2); review and revise amendment (1.0).
09/07/23	Alex Blaznik	0.20	Compile, organize signatures re DIP amendment.
09/07/23	Elizabeth Hilton	2.50	Review, analyze DIP financing amendment (2.0); correspond and conference with E. Roberts and A. Blaznik re same (.5).
09/07/23	Elizabeth M. Roberts	0.50	Correspond with R. Fiedler, K&E team re D&O slate and debtors.
09/08/23	Elizabeth Hilton	0.30	Review, analyze DIP financing amendment.
09/11/23	Ross J. Fiedler	0.50	Review, analyze DIP amendment (.2); correspond with Company, Company advisors re same (.3).
09/11/23	Elizabeth Hilton	0.10	Review, analyze DIP financing amendment.
09/11/23	Elizabeth M. Roberts	0.50	Correspond with Company re amendment.
09/13/23	Olivia Acuna	0.50	Analyze professional fee reporting re DIP requirements.
Total		9.30	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086626
Client Matter: 53510-8

In the Matter of Cash Management

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 3,110.50

Total legal services rendered

\$ 3,110.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Michael A. Sloman	2.00	995.00	1,990.00
Charles B. Sterrett	0.90	1,245.00	1,120.50
TOTALS	2.90		\$ 3,110.50

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086626

Bed Bath and Beyond Inc.

Matter Number:

53510-8

Cash Management

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/05/23	Michael A. Sloman	1.20	Draft, revise letter to Amex re reserve release (.7); research considerations re same (.5).
09/06/23	Michael A. Sloman	0.30	Correspond with Amex re reserve release letter (.1); correspond with AlixPartners, Fiserv re Fiserv reserve (.2).
09/07/23	Michael A. Sloman	0.40	Telephone conference with C. Sterrett, Amex, AlixPartners re Amex reserve.
09/07/23	Charles B. Sterrett	0.90	Correspond with M. Sloman, AlixPartners re reserve matter, issues (.6); conference with American Express, AlixPartners re same (.3).
09/14/23	Michael A. Sloman	0.10	Correspond with R. Fiedler re Amex reserve.
Total		2.90	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086627
Client Matter: 53510-9

In the Matter of Automatic Stay Issues

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 18,049.00

Total legal services rendered

\$ 18,049.00

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086627

Bed Bath and Beyond Inc.

Matter Number:

53510-9

Automatic Stay Issues

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ross J. Fiedler	1.30	1,295.00	1,683.50
Casey McGushin	0.80	1,415.00	1,132.00
Michael A. Sloman	5.30	995.00	5,273.50
Charles B. Sterrett	8.00	1,245.00	9,960.00
TOTALS	15.40		\$ 18,049.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Michael A. Sloman	1.20	Draft, revise objection to lift stay motion (.4); research re same (.8).
09/01/23	Charles B. Sterrett	0.90	Review, revise stay objection (.3); correspond with M. Sloman re same (.6).
09/05/23	Ross J. Fiedler	0.50	Correspond with K&E, Cole Schotz re lift stay matters.
09/05/23	Casey McGushin	0.60	Review and revise draft objection to lift stay motion.
09/05/23	Michael A. Sloman	1.40	Draft, revise lift stay objection and prepare same for filing (1.1); correspond with counterparty, C. Sterrett, K&E team re same (.3).
09/05/23	Charles B. Sterrett	1.90	Review, revise objection re lift stay (.9); correspond and conference with M. Sloman re same (.2); research issues re same (.8).
09/06/23	Michael A. Sloman	0.10	Draft correspondence to R. Fielder re lift stay motion.
09/06/23	Charles B. Sterrett	0.60	Correspond with R. Fiedler, M. Sloman, Cole Schotz re stay relief objection and related considerations (.4); analyze materials, filings re same (.2).
09/07/23	Michael A. Sloman	0.30	Correspond with counterparty, R. Fiedler, C. Sterrett re lift stay motion.
09/07/23	Charles B. Sterrett	0.40	Correspond with M. Sloman, R. Fiedler re stay matters (.2); review materials re same (.2).
09/08/23	Michael A. Sloman	0.20	Correspond with counterparty re lift stay motion.
09/08/23	Charles B. Sterrett	0.50	Review, analyze automatic stay issue (.3); correspond with M. Sloman re same (.2).
09/11/23	Ross J. Fiedler	0.80	Correspond with C. Sterrett re lift stay motion (.3); telephone conference with C. Sterrett re same (.2); prepare for hearing re same (.3).
09/11/23	Michael A. Sloman	0.10	Correspond with C. Sterrett re lift stay motion.
09/11/23	Charles B. Sterrett	1.60	Prepare for hearing re automatic stay pleadings.

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086627

Bed Bath and Beyond Inc.

Matter Number:

53510-9

Automatic Stay Issues

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/23	Michael A. Sloman	1.70	Correspond with C. Sterrett, AlixPartners re lift stay motion (.3); draft confidentiality stipulation re same (.8); research precedent re same (.4); correspond with C. Sterrett, K&E team, Safety National counsel re same (.2).
09/12/23	Charles B. Sterrett	2.10	Prepare for hearing re lift-stay objection (1.1); correspond with various parties re same (1.0).
09/13/23	Casey McGushin	0.20	Review and revise draft stipulation related to lift stay matter.
09/13/23	Michael A. Sloman	0.30	Revise confidentiality stipulation re lift stay motion (.2); correspond with counterparty re same (.1).
Total		15.40	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086628
Client Matter: 53510-10

In the Matter of Asset Sales/Section 363/Use, Sale & Disp

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 16,093.50

Total legal services rendered

\$ 16,093.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Jacob E. Black	6.50	995.00	6,467.50
Matt Darch	3.80	1,405.00	5,339.00
Emily Geier, P.C.	0.60	1,495.00	897.00
Daniel Lewis, P.C.	2.00	1,695.00	3,390.00
TOTALS	12.90		\$ 16,093.50

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086628

Bed Bath and Beyond Inc.

Matter Number:

53510-10

Asset Sales/Section 363/Use, Sale & Disp

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/06/23	Jacob E. Black	2.10	Review, revise motion, documents re 9019 joint venture settlement (1.9); correspond with R. Fiedler and K&E team re same (.2).
09/07/23	Jacob E. Black	2.10	Review, revise motion, documents re 9019 joint venture settlement (1.8); correspond with R. Fiedler and K&E team re same (.3).
09/07/23	Emily Geier, P.C.	0.20	Correspond with H. Etlin, D. Lewis, K&E team re JV asset sale.
09/08/23	Jacob E. Black	2.30	Review, revise motion, documents re 9019 joint venture settlement (2.1); correspond with R. Fiedler and K&E team re same (.2).
09/08/23	Matt Darch	0.80	Review, analyze trademark license agreement (.5); correspond with E. Geier, K&E team re same (.3).
09/09/23	Matt Darch	0.20	Review and revise trademark license agreement.
09/09/23	Daniel Lewis, P.C.	0.20	Review, analyze Mexico JV settlement and license agreements.
09/10/23	Daniel Lewis, P.C.	0.30	Review, analyze Mexico JV settlement and license agreements.
09/11/23	Matt Darch	1.10	Review and revise Mexico JV license (1.0); correspond with D. Lewis re same (.1).
09/12/23	Daniel Lewis, P.C.	0.50	Review, analyze Mexico JV settlement and license agreements.
09/13/23	Matt Darch	1.40	Revise and finalize Mexico JV trademark license agreement (.8); correspond with D. Lewis re same (.6).
09/13/23	Daniel Lewis, P.C.	0.50	Review, revise Mexico JV settlement and license agreements.
09/14/23	Matt Darch	0.30	Correspond with counsel for Mexico JV re trademark license agreement.
09/14/23	Emily Geier, P.C.	0.40	Correspond with D. Lewis, K&E team re JV asset sale (.1); review, analyze agreement re same (.3).
09/14/23	Daniel Lewis, P.C.	0.50	Review, analyze Mexico JV settlement and license agreements.
Total		12.90	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086629
Client Matter: 53510-11

In the Matter of Executory Contracts & Unexpired Leases

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 23,160.00

Total legal services rendered

\$ 23,160.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	0.10	1,155.00	115.50
Jacob E. Black	0.70	995.00	696.50
Megan C. Feeney	0.70	885.00	619.50
Ross J. Fiedler	7.50	1,295.00	9,712.50
Max M. Freedman	0.90	995.00	895.50
Emily Geier, P.C.	2.20	1,495.00	3,289.00
Noelle M. Howard	0.20	885.00	177.00
Sarah R. Margolis	0.50	1,155.00	577.50
Chris Pavlovich	1.60	1,155.00	1,848.00
Christine Shang	0.10	1,245.00	124.50
Charles B. Sterrett	4.10	1,245.00	5,104.50
TOTALS	18.60		\$ 23,160.00

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086629

Bed Bath and Beyond Inc.

Matter Number:

53510-11

Executory Contracts & Unexpired Leases

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Noelle M. Howard	0.20	Correspond with landlord counsel re lease issues.
09/02/23	Ross J. Fiedler	0.80	Correspond with C. Sterrett, K&E team re lease rejection objection (.2); analyze issues re same (.4); telephone conference with landlord counsel re same (.2).
09/03/23	Emily Geier, P.C.	0.70	Correspond with R. Fiedler, K&E team re lease order (.3); telephone conference with interested party re same (.4).
09/05/23	Ross J. Fiedler	0.50	Attend to lease rejection and assignment matters.
09/05/23	Max M. Freedman	0.80	Correspond with C. Sterrett, R. Fiedler re Ikea lease considerations (.3); correspond with AlixPartners re same (.1); correspond with Greenberg Traurig team re same (.2); correspond with C. Sterrett re same (.2).
09/05/23	Chris Pavlovich	0.50	Correspond with R. Fiedler, Cole Schotz re lease objections (.2); research, analyze re same (.3).
09/06/23	Megan C. Feeney	0.40	Correspond with S. Margolis, K&E team, AlixPartners re contract rejection schedule (.3); review, analyze re same (.1).
09/06/23	Ross J. Fiedler	1.60	Correspond with company advisors, creditor advisors re lease rejection and assignment matters (1.0); analyze issues re same (.3); telephone conference with company advisors, company re real estate updates, related issues (.3).
09/06/23	Sarah R. Margolis	0.40	Correspond with M. Feeney, C. Sterrett re contract rejection inquiry.
09/06/23	Christine Shang	0.10	Review and analyze proposed order re leases.
09/06/23	Charles B. Sterrett	2.60	Review, analyze environmental considerations, claims issues (1.8); correspond with J. Black, K&E environmental team re same, related issues (.8).
09/07/23	Olivia Acuna	0.10	Correspond with lessor counsel re insurance.
09/07/23	Megan C. Feeney	0.30	Correspond with S. Margolis, K&E team, contract counterparty re contract rejection (.2); research re same (.1).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086629

Bed Bath and Beyond Inc.

Matter Number:

53510-11

Executory Contracts & Unexpired Leases

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/07/23	Ross J. Fiedler	0.80	Attend to lease rejection and lease assignment matters (.8).
09/07/23	Sarah R. Margolis	0.10	Correspond with M. Feeney re contract rejection.
09/07/23	Chris Pavlovich	0.80	Telephone conference with R. Fiedler, K&E team, Cole Schotz, landlord counsels re lease assignment order.
09/07/23	Charles B. Sterrett	0.30	Correspond with Cole Schotz re landlord, lease issues.
09/08/23	Ross J. Fiedler	0.90	Telephone conference with company advisors, company re real estate matters, next steps (.5); attend to lease rejection and assignment issues (.4).
09/10/23	Max M. Freedman	0.10	Correspond with Greenberg Traurig, AlixPartners re lease considerations.
09/11/23	Ross J. Fiedler	0.90	Telephone conference with Company advisors, Company re lease matters, related real estate issues (.5); correspond with White & Case, Cole Schotz re lease assignment (.4).
09/11/23	Charles B. Sterrett	1.20	Correspond with Cole Schotz, O. Acuna, N. Sosnick re claim, lease issues and related language.
09/13/23	Jacob E. Black	0.70	Draft letter re Hobby Lobby, Pinnacle Hills offer (.6); correspond with R. Fiedler and K&E team re same (.1).
09/13/23	Ross J. Fiedler	1.20	Telephone conference with Company advisors, Company re lease matters, related real estate issues (.5); correspond with Cole Schotz, W&C, Kelley Drye teams re Michaels' lease assignment (.4); review, analyze letter re same (.3).
09/13/23	Emily Geier, P.C.	0.30	Correspond with R. Fiedler, K&E team, Cole Schotz re lease matter.
09/14/23	Ross J. Fiedler	0.80	Telephone conference with E. Geier, C. Dale and B. Sandler re lease issues (.5); correspond with Company advisors re same (.3).
09/14/23	Emily Geier, P.C.	1.20	Telephone conference with bidder re lease (.4); telephone conference with UCC, lenders re same (.3); conferences with interested parties re same (.5).
09/14/23	Chris Pavlovich	0.30	Telephone conference with landlord counsel re lease rejection (.2); correspond with landlord counsel re same (.1).

Total 18.60

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086630

Client Matter: 53510-12

In the Matter of Business Operations

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 647.50

Total legal services rendered

\$ 647.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ross J. Fiedler	0.50	1,295.00	647.50
TOTALS	0.50		\$ 647.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/14/23	Ross J. Fiedler	0.50	Correspond with K&E team, Company re vendor and operational matters.
Total		0.50	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086631
Client Matter: 53510-13

In the Matter of Claims Administration

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 17,498.50

Total legal services rendered

\$ 17,498.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ross J. Fiedler	0.50	1,295.00	647.50
Emily Geier, P.C.	1.10	1,495.00	1,644.50
Samantha Helgason	7.40	995.00	7,363.00
Charles B. Sterrett	6.30	1,245.00	7,843.50
TOTALS	15.30		\$ 17,498.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/05/23	Emily Geier, P.C.	0.80	Review and revise reserve letter (.5); correspond with C. Sterrett, K&E team re same (.3).
09/05/23	Samantha Helgason	3.20	Review, revise de minimis claims settlement agreements (2.8); correspond with C. Sterrett re same (.4).
09/05/23	Charles B. Sterrett	2.00	Review, revise agreements re de minimis claims (.7); correspond with S. Helgason re same (.3); correspond with R. Golden, claimants, AlixPartners re potential claim issues (1.0).
09/06/23	Emily Geier, P.C.	0.30	Review reserve letter (.1); correspond with C. Sterrett, K&E team re same (.2).
09/06/23	Samantha Helgason	0.80	Review, revise de minimis settlement agreements (.4); correspond with C. Sterrett re same (.1); draft correspondence to R. Fiedler re same (.2); correspond with Company re de minimis settlement process (.1).
09/06/23	Charles B. Sterrett	0.80	Review settlement agreements and correspondence re claims outreach, settlements (.4); correspond with S. Helgason, R. Golden re same (.4).
09/07/23	Samantha Helgason	0.30	Correspond with AlixPartners with de minimis claims settlements.
09/08/23	Samantha Helgason	0.60	Correspond with AlixPartners re de minimis settlements.
09/08/23	Charles B. Sterrett	1.50	Review, analyze claimant issue, inquiries (.8); correspond with counterparties, S. Margolis, K&E team re same (.7).
09/11/23	Ross J. Fiedler	0.50	Correspond with D. Kastin re operational issues.
09/11/23	Samantha Helgason	0.10	Correspond with AlixPartners re de minimis settlements.
09/12/23	Samantha Helgason	1.00	Correspond with AlixPartners, C. Sterrett, Company re de minimis settlements (.7); correspond with AlixPartners, C. Sterrett, Company re settlement (.3).

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086631

Bed Bath and Beyond Inc.

Matter Number:

53510-13

Claims Administration

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/13/23	Samantha Helgason	1.30	Correspond with AlixPartners re de minimis settlement amounts (.5); review, revise settlement agreement (.5); correspond with opposing counsel re same (.3).
09/13/23	Charles B. Sterrett	0.90	Correspond with M. Sloman, S. Helgason, K&E team, AlixPartners, claimants re open issues.
09/14/23	Samantha Helgason	0.10	Correspond with AlixPartners re de minimis settlements.
09/14/23	Charles B. Sterrett	1.10	Review, analyze claimant issues, considerations (.9); correspond with AlixPartners, S. Margolis, K&E team re same (.2).
Total		15.30	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086632
Client Matter: 53510-15

In the Matter of Creditor and Stakeholder Communications

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 3,365.50

Total legal services rendered

\$ 3,365.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Emily Geier, P.C.	1.70	1,495.00	2,541.50
Rachel Golden	0.70	885.00	619.50
Josh Sussberg, P.C.	0.10	2,045.00	204.50
TOTALS	2.50		\$ 3,365.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Emily Geier, P.C.	0.60	Correspond with interested parties re case inquiries.
09/05/23	Emily Geier, P.C.	0.30	Correspond with interested parties re case inquiries.
09/05/23	Rachel Golden	0.10	Correspond with S. Margolis re creditor outreach.
09/06/23	Rachel Golden	0.60	Conference with shareholder re inquiries (.4); correspond with S. Margolis, C. Sterrett re same (.2).
09/08/23	Emily Geier, P.C.	0.40	Correspond with interested parties re case inquiries.
09/09/23	Emily Geier, P.C.	0.40	Correspond with stakeholders re inquiries.
09/11/23	Josh Sussberg, P.C.	0.10	Correspond with stakeholders re inquiries.
Total		2.50	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086633
Client Matter: 53510-17

In the Matter of Hearings

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 32,653.50

Total legal services rendered

\$ 32,653.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	2.00	1,155.00	2,310.00
Jacob E. Black	1.10	995.00	1,094.50
Amy Donahue	2.20	480.00	1,056.00
Megan C. Feeney	1.50	885.00	1,327.50
Ross J. Fiedler	3.00	1,295.00	3,885.00
Julia R. Foster	2.20	480.00	1,056.00
Max M. Freedman	0.50	995.00	497.50
Emily Geier, P.C.	1.20	1,495.00	1,794.00
Samantha Helgason	1.10	995.00	1,094.50
Richard U. S. Howell, P.C.	0.30	1,620.00	486.00
Sarah R. Margolis	1.20	1,155.00	1,386.00
Casey McGushin	1.50	1,415.00	2,122.50
Chris Pavlovich	2.00	1,155.00	2,310.00
Zak Piech	1.80	885.00	1,593.00
Zak Read	1.30	885.00	1,150.50
Gelareh Sharafi	1.00	885.00	885.00
Michael A. Sloman	1.10	995.00	1,094.50
Noah Z. Sosnick	2.00	1,155.00	2,310.00
Charles B. Sterrett	1.80	1,245.00	2,241.00
Danielle Walker	1.80	325.00	585.00
Mary Catherine Young	2.50	885.00	2,212.50
Tanzila Zomo	0.50	325.00	162.50
TOTALS	33.60		\$ 32,653.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/23	Olivia Acuna	2.00	Telephonically participate in confirmation hearing.
09/12/23	Jacob E. Black	1.10	Telephonically attend hearing re confirmation.
09/12/23	Amy Donahue	2.20	Attend confirmation hearing.
09/12/23	Megan C. Feeney	1.50	Telephonically attend confirmation hearing.
09/12/23	Ross J. Fiedler	3.00	Attend and participate in confirmation hearing.
09/12/23	Julia R. Foster	2.20	Attend and assist with hearing.
09/12/23	Max M. Freedman	0.50	Partially attend hearing re plan, disclosure statement.
09/12/23	Emily Geier, P.C.	1.20	Attend plan confirmation hearing.
09/12/23	Samantha Helgason	1.10	Attend confirmation hearing.
09/12/23	Richard U. S. Howell, P.C.	0.30	Review correspondence re confirmation hearing.
09/12/23	Sarah R. Margolis	1.20	Attend confirmation hearing.
09/12/23	Casey McGushin	1.50	Participate in confirmation hearing.
09/12/23	Chris Pavlovich	2.00	Attend confirmation hearing.
09/12/23	Zak Piech	1.80	Telephonically attend confirmation hearing.
09/12/23	Zak Read	1.30	Telephonically attend confirmation hearing.
09/12/23	Gelareh Sharafi	1.00	Telephonically participate in confirmation hearing.
09/12/23	Michael A. Sloman	1.10	Attend confirmation hearing.
09/12/23	Noah Z. Sosnick	2.00	Attend confirmation hearing.
09/12/23	Charles B. Sterrett	1.80	Telephonically attend hearing re confirmation.
09/12/23	Danielle Walker	1.80	Attend confirmation hearing with K&E team.
09/12/23	Mary Catherine Young	2.50	Attend confirmation hearing.
09/12/23	Tanzila Zomo	0.50	Open and monitor confirmation hearing lines.
Total		33.60	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086634
Client Matter: 53510-18

In the Matter of Insurance and Surety Matters

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 5,755.00

Total legal services rendered

\$ 5,755.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	0.30	1,155.00	346.50
Emily Geier, P.C.	0.30	1,495.00	448.50
William T. Pruitt	3.20	1,550.00	4,960.00
TOTALS	3.80		\$ 5,755.00

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086634

Bed Bath and Beyond Inc.

Matter Number:

53510-18

Insurance and Surety Matters

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/05/23	Olivia Acuna	0.30	Correspond with World Market, C. Sterrett re insurance (.2); analyze correspondence re same (.1).
09/10/23	William T. Pruitt	1.20	Review and analyze background documents re benefit program terminations (.7); draft notice of circumstances (.4); correspond with various parties, K&E teams re same (.1).
09/11/23	Emily Geier, P.C.	0.30	Correspond with Company, W. Pruitt, K&E team re insurance coverage re outstanding litigation.
09/11/23	William T. Pruitt	0.70	Draft notice of circumstances (.5); correspond with E. Geier, K&E team re same (.2).
09/12/23	William T. Pruitt	0.50	Draft notice of circumstances under fiduciary liability policy (.4); correspond with Company and broker re same (.1).
09/14/23	William T. Pruitt	0.80	Analyze considerations re insurance notice (.6); correspond with Company and broker re same (.1); correspond with various parties re enclosures (.1).
Total		3.80	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086635

Client Matter: 53510-19

In the Matter of Utilities

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 531.00

Total legal services rendered

\$ 531.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rachel Young	0.60	885.00	531.00
TOTALS	0.60		\$ 531.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/12/23	Rachel Young	0.30	Correspond with AlixPartners re postpetition invoice re utility provider.
09/14/23	Rachel Young	0.30	Correspond with utility provider re inquiry (.1); correspond with AlixPartners re same (.2).
Total		0.60	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086636
Client Matter: 53510-20

In the Matter of Tax Matters

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 5,159.50

Total legal services rendered

\$ 5,159.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Thad W. Davis, P.C.	1.60	1,795.00	2,872.00
Emily Geier, P.C.	0.90	1,495.00	1,345.50
Zak Piech	0.90	885.00	796.50
Jessica M. Yeh	0.10	1,455.00	145.50
TOTALS	3.50		\$ 5,159.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Thad W. Davis, P.C.	0.30	Review and draft correspondence re tax claims.
09/01/23	Zak Piech	0.20	Correspond with T. Davis, K&E team re priority tax claims.
09/01/23	Jessica M. Yeh	0.10	Draft response to AlixPartners questions re priority tax claims.
09/06/23	Zak Piech	0.40	Correspond with C. Sterrett, K&E team, Company, Deloitte re outstanding tax issues.
09/07/23	Thad W. Davis, P.C.	0.80	Review and revise confirmation order re taxing authorities' claims.
09/13/23	Thad W. Davis, P.C.	0.50	Telephone conference with Company and Deloitte re tax modeling (.3); review and draft correspondence re same (.2).
09/13/23	Emily Geier, P.C.	0.60	Correspond with co-counsel re tax motion (.3); correspond with tax authorities re same and tax claims matters (.3).
09/13/23	Zak Piech	0.30	Conference with T. Davis, K&E team, Deloitte, Company re outstanding tax issues.
09/14/23	Emily Geier, P.C.	0.30	Correspond with taxing authorities re claims.
Total		3.50	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086637
Client Matter: 53510-21

In the Matter of Case Administration

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 16,803.50

Total legal services rendered

\$ 16,803.50

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086637

Bed Bath and Beyond Inc.

Matter Number:

53510-21

Case Administration

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	0.80	1,155.00	924.00
Amy Donahue	5.20	480.00	2,496.00
Megan C. Feeney	0.50	885.00	442.50
Julia R. Foster	9.50	480.00	4,560.00
Max M. Freedman	0.20	995.00	199.00
Rachel Golden	0.20	885.00	177.00
Samantha Helgason	0.80	995.00	796.00
Noelle M. Howard	0.40	885.00	354.00
Sarah R. Margolis	0.80	1,155.00	924.00
Georgia Meadow	0.30	325.00	97.50
Chris Pavlovich	0.20	1,155.00	231.00
Zak Piech	0.80	885.00	708.00
Zak Read	0.80	885.00	708.00
Michael A. Sloman	0.80	995.00	796.00
Charles B. Sterrett	0.70	1,245.00	871.50
Danielle Walker	4.80	325.00	1,560.00
Mary Catherine Young	0.90	885.00	796.50
Tanzila Zomo	0.50	325.00	162.50
TOTALS	28.20		\$ 16,803.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Danielle Walker	0.50	Download docket filings (.3); correspond with R. Fiedler, K&E team re same (.2).
09/05/23	Julia R. Foster	0.20	Correspond with R. Fiedler re hearing.
09/05/23	Danielle Walker	0.40	Download docket filings (.2); correspond with R. Fiedler, K&E team re same (.2).
09/06/23	Julia R. Foster	0.30	Compile recently filed pleadings.
09/06/23	Rachel Golden	0.20	Correspond with M. Feeney, M. Young re case updates.
09/06/23	Danielle Walker	0.60	Download docket filings (.3); correspond with R. Fiedler, K&E team re same (.3).
09/08/23	Olivia Acuna	0.30	Conference with R. Fiedler, K&E team re work in process.
09/08/23	Amy Donahue	0.50	Conference with R. Fiedler, K&E team re work in process (.3); prepare for confirmation hearing (.2).
09/08/23	Max M. Freedman	0.20	Conference with R. Fiedler, K&E team re work in process.
09/08/23	Samantha Helgason	0.30	Conference with R. Fiedler, K&E team re work in process.
09/08/23	Sarah R. Margolis	0.20	Conference with R. Fiedler re case status, updates.
09/08/23	Georgia Meadow	0.30	Conference with R. Fiedler, K&E team re work in process.
09/08/23	Chris Pavlovich	0.20	Telephone conference with R. Fiedler, K&E team re work in process.
09/08/23	Zak Piech	0.30	Conference with R. Fiedler, K&E team re work in process.
09/08/23	Zak Read	0.30	Conference with R. Fiedler, K&E team re critical workstreams, case status.
09/08/23	Michael A. Sloman	0.40	Telephone conference with R. Fiedler, K&E team re case status, next steps.
09/08/23	Charles B. Sterrett	0.20	Conference with R. Fiedler, K&E team re deal status, critical workstreams.
09/08/23	Danielle Walker	1.00	Download docket filings (.9); correspond with R. Fiedler, K&E team re same (.1).
09/08/23	Danielle Walker	0.30	Conference with R. Fiedler, K&E team re work in process.

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086637

Bed Bath and Beyond Inc.

Matter Number:

53510-21

Case Administration

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/08/23	Mary Catherine Young	0.90	Revise work in process summary (.5); conference with R. Fiedler, K&E team re same (.4).
09/08/23	Tanzila Zomo	0.50	Telephone conference with D. Walker, K&E team re case status updates.
09/11/23	Amy Donahue	1.70	Assist with hearing preparations and logistics re confirmation hearing.
09/11/23	Julia R. Foster	4.30	Correspond with R. Fiedler re hearing (.5); prepare documents re same (3.6); correspond with Cole Schotz re same (.2).
09/11/23	Danielle Walker	0.40	Download docket filings (.2); correspond with R. Fiedler, K&E team re same (.2).
09/12/23	Amy Donahue	2.50	Prepare documents and assist with preparations, transportation logistics re confirmation hearing.
09/12/23	Julia R. Foster	4.20	Prepare documents re hearing (3.9); correspond with N. Sosnick re same (.3).
09/12/23	Danielle Walker	0.50	Download docket filings (.3); correspond with R. Fiedler, K&E team re same (.2).
09/13/23	Julia R. Foster	0.30	Correspond with Cole Schotz re hearing transcript.
09/13/23	Danielle Walker	0.20	Download docket filings (.1); correspond with R. Fiedler, K&E team re same (.1).
09/14/23	Olivia Acuna	0.50	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Amy Donahue	0.50	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Megan C. Feeney	0.50	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Julia R. Foster	0.20	Correspond with R. Fiedler, K&E team re hearing transcript.
09/14/23	Samantha Helgason	0.50	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Noelle M. Howard	0.40	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Sarah R. Margolis	0.60	Conference with R. Fiedler, K&E team re work in process, case status.
09/14/23	Zak Piech	0.50	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Zak Read	0.50	Conference with R. Fiedler, K&E team re critical workstreams, case status.

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086637

Bed Bath and Beyond Inc.

Matter Number:

53510-21

Case Administration

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/14/23	Michael A. Sloman	0.40	Conference with R. Fiedler, K&E team re case status, work in process.
09/14/23	Charles B. Sterrett	0.50	Conference with R. Fiedler, K&E team re status, critical workstreams.
09/14/23	Danielle Walker	0.50	Conference with R. Fiedler, K&E team re work in process.
09/14/23	Danielle Walker	0.40	Download docket filings (.2); correspond with R. Fiedler, K&E team re same (.2).
Total		28.20	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086638
Client Matter: 53510-22

In the Matter of Retention – K&E

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 17,778.00

Total legal services rendered

\$ 17,778.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Olivia Acuna	1.60	1,155.00	1,848.00
Megan C. Feeney	3.70	885.00	3,274.50
Noelle M. Howard	3.10	885.00	2,743.50
Mike James Koch	1.00	885.00	885.00
Zak Piech	3.10	885.00	2,743.50
Zak Read	1.60	885.00	1,416.00
Gelareh Sharafi	4.20	885.00	3,717.00
Mary Catherine Young	1.30	885.00	1,150.50
TOTALS	19.60		\$ 17,778.00

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086638

Bed Bath and Beyond Inc.

Matter Number:

53510-22

Retention – K&E

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/05/23	Olivia Acuna	0.20	Correspond with R. Fiedler, C. Sterrett re August invoice.
09/07/23	Olivia Acuna	1.00	Review, revise invoice re privilege and confidentiality considerations (.8); correspond with C. Sterrett, R. Fiedler re same (.2).
09/07/23	Gelareh Sharafi	4.20	Review, revise invoice re privilege and confidentiality issues (3.9); further review and revise re same (.3).
09/08/23	Noelle M. Howard	0.20	Review, revise invoice re privilege and confidentiality considerations.
09/08/23	Zak Piech	0.30	Review, revise invoice re privilege and confidentiality considerations.
09/09/23	Noelle M. Howard	1.40	Review, revise invoice re privilege and confidentiality considerations.
09/09/23	Zak Read	0.20	Review, revise invoice re privilege, confidentiality considerations.
09/09/23	Mary Catherine Young	0.80	Review, revise invoice re privilege, confidentiality considerations.
09/10/23	Megan C. Feeney	2.90	Review, revise invoice re privilege and confidentiality considerations.
09/10/23	Noelle M. Howard	0.30	Review, revise invoice re privilege and confidentiality considerations.
09/10/23	Zak Piech	1.00	Review, revise invoice re privilege and confidentiality considerations.
09/10/23	Zak Read	1.40	Review, revise fee statement re privilege, confidentiality considerations (1.3); correspond with O. Acuna, K&E team re same (.1).
09/10/23	Mary Catherine Young	0.50	Review, revise invoice re privilege and confidentiality considerations.
09/11/23	Megan C. Feeney	0.80	Review, revise invoice re privilege and confidentiality considerations.
09/11/23	Noelle M. Howard	1.20	Review, revise invoice re privilege and confidentiality considerations.
09/11/23	Mike James Koch	1.00	Review, revise invoice re privilege, confidentiality.

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086638

Bed Bath and Beyond Inc.

Matter Number:

53510-22

Retention – K&E

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/11/23	Zak Piech	1.80	Review, revise invoice re privilege and confidentiality considerations (1.7); correspond with O. Acuna, K&E team re same (.1).
09/14/23	Olivia Acuna	0.40	Correspond with C. Sterrett re fee statement.
Total		19.60	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086639
Client Matter: 53510-23

In the Matter of Retention – Non-K&E

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 6,661.50

Total legal services rendered

\$ 6,661.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Mike James Koch	0.50	885.00	442.50
Sarah R. Margolis	1.40	1,155.00	1,617.00
Zak Piech	1.80	885.00	1,593.00
Zak Read	2.30	885.00	2,035.50
Gelareh Sharafi	1.10	885.00	973.50
TOTALS	7.10		\$ 6,661.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Gelareh Sharafi	0.70	Draft certification of no objection re Kroll fee statement (.4); review, analyze court docket filings re same (.3).
09/05/23	Sarah R. Margolis	0.30	Review, revise certificate of no objection re Kroll fee statement (.1); review, analyze Deloitte ordinary course defense (.1); correspond with M. Rothschild, A. Nikolinos re same (.1).
09/05/23	Gelareh Sharafi	0.30	Revise Kroll fee statement certification of no objection (.2); coordinate filing re same (.1).
09/06/23	Sarah R. Margolis	0.10	Correspond with G. Sharafi re certificate of no objection re Kroll fee statement.
09/06/23	Gelareh Sharafi	0.10	Review, analyze, and file Kroll 327 July fee statement.
09/07/23	Sarah R. Margolis	0.20	Correspond with Deloitte re U.S. Trustee questions re retention.
09/07/23	Zak Piech	0.40	Correspond with S. Margolis, K&E team, Deloitte, U.S. Trustee re Deloitte retention application (.2); analyze issue re same (.2).
09/08/23	Zak Piech	0.30	Correspond with C. Sterrett, K&E team, U.S. Trustee re Deloitte retention application.
09/11/23	Zak Piech	0.40	Analyze issues re Deloitte retention application (.2); correspond with Deloitte, U.S. Trustee, S. Margolis, K&E team re same (.2).
09/12/23	Sarah R. Margolis	0.30	Correspond with Z. Piech re Deloitte retention application.
09/12/23	Zak Piech	0.30	Correspond with Deloitte, U.S. Trustee, S. Margolis, K&E team re Deloitte retention application.
09/12/23	Zak Read	2.30	Review, revise Alix fee application (1.6); correspond with S. Margolis re same (.1); correspond with C. Sterrett, K&E team re same (.1); correspond with Alix team re same (.2); conference with Cole Schotz re same (.1); correspond with Cole Schotz, S. Margolis, K&E team re same (.2).
09/13/23	Mike James Koch	0.30	Draft certificate of no objection re Lazard monthly fee statement (.1); correspond with S. Margolis, Lazard, Fried Frank re same (.2).

Legal Services for the Period Ending September 14, 2023 Invoice Number: 1050086639
 Bed Bath and Beyond Inc. Matter Number: 53510-23
 Retention – Non-K&E

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/13/23	Sarah R. Margolis	0.50	Correspond with M. Koch, C. Sterrett re Deloitte retention application (.3); review, analyze precedent, retention application, declaration re same (.2).
09/14/23	Mike James Koch	0.20	Review, revise certificate of no objection re Lazard monthly fee statement (.1); correspond with S. Margolis, Cole Schotz re filing re same (.1).
09/14/23	Zak Piech	0.40	Conference with Deloitte, U.S. Trustee, S. Margolis re Deloitte retention application.
Total		7.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086640
Client Matter: 53510-24

In the Matter of Vendor Matters

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 1,518.50

Total legal services rendered

\$ 1,518.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ross J. Fiedler	0.70	1,295.00	906.50
Sarah R. Margolis	0.30	1,155.00	346.50
Mary Catherine Young	0.30	885.00	265.50
TOTALS	1.30		\$ 1,518.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Sarah R. Margolis	0.20	Correspond with C. Sterrett re vendor reclamation.
09/05/23	Ross J. Fiedler	0.40	Correspond with K&E team re vendor matters (.3); analyze same (.1).
09/06/23	Mary Catherine Young	0.30	Correspond with AlixPartners, vendor counsel re remittances.
09/07/23	Ross J. Fiedler	0.30	Correspond with K&E team re vendor matters (.2); review, analyze same (.1).
09/07/23	Sarah R. Margolis	0.10	Correspond with M. Feeney, C. Sterrett re vendor contract.
Total		1.30	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086641
Client Matter: 53510-25

In the Matter of Litigation

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 161,318.50

Total legal services rendered

\$ 161,318.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Lindsey Beran	16.40	1,415.00	23,206.00
Jacob E. Black	2.50	995.00	2,487.50
Janet Bustamante	10.00	395.00	3,950.00
Jacqueline Cloutier	0.10	995.00	99.50
Ross J. Fiedler	0.50	1,295.00	647.50
Patrick Forte	10.40	1,080.00	11,232.00
Jacquelyn M. Kasulis, P.C.	25.00	1,835.00	45,875.00
Song Lin	3.60	515.00	1,854.00
Allison Lullo	19.30	1,410.00	27,213.00
Matt Pinkney	1.00	465.00	465.00
Chloe Reum	2.50	850.00	2,125.00
Christine Shang	9.60	1,245.00	11,952.00
David G. Strecker	12.80	985.00	12,608.00
Baya Yantren	16.30	1,080.00	17,604.00
TOTALS	130.00		\$ 161,318.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/01/23	Lindsey Beran	1.10	Revise draft presentation (.4); correspond with D. Hunter, K&E team re same (.5); review, revise presentation (.1); prepare for same (.1).
09/01/23	Patrick Forte	4.70	Revise presentation to disinterested directors (1.7); conference with A. Lullo, L. Beran, D. Strecker and C. Reum re same (.4); conference with B. Yantren, D. Strecker and C. Reum re same (.7); review and analyze Company press releases and contracts re accelerated share repurchases (1.4); draft summary re timeline (.5).
09/01/23	Allison Lullo	1.30	Correspond with P. Forte, K&E team re presentation (.5); telephone conference with P. Forte, K&E team re same (.8).
09/01/23	Chloe Reum	2.50	Conference with A. Lullo, K&E team re revisions to deck (1.0); revise presentation deck re same (1.5).
09/01/23	Christine Shang	0.20	Review and analyze UCC request for additional information (.1); correspond with AlixPartners re Board documents and UCC's request (.1).
09/01/23	Christine Shang	0.10	Correspond with Cole Schotz and Veritext re deposition.
09/01/23	David G. Strecker	1.00	Telephone conference with A. Lullo, K&E team re disinterested director presentation (.5); participate in telephone conference with A. Lullo, K&E team re same (.5).
09/01/23	Baya Yantren	1.00	Telephone conference with M. Pinkney, K&E team re status (.5); review, analyze press releases (.5).
09/02/23	Baya Yantren	2.20	Review, revise presentation.
09/03/23	Janet Bustamante	4.00	Review, analyze directors presentation materials (2.0); compile, organize same (1.8); correspond with J. Kasulis re same (.2).
09/03/23	Patrick Forte	2.40	Revise presentation to disinterested directors.
09/03/23	Matt Pinkney	0.50	Review, revise disinterested directors presentation.

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/04/23	Janet Bustamante	5.00	Review, analyze directors presentation materials (2.0); compile, organize same (2.8); correspond with J. Kasulis re same (.2).
09/04/23	Patrick Forte	1.20	Revise presentation to disinterested directors.
09/04/23	David G. Strecker	2.20	Review, revise disinterested directors presentation.
09/04/23	Baya Yantren	4.20	Revise disinterested directors presentation (3.2); research re same (1.0).
09/05/23	Lindsey Beran	4.50	Correspond with D. Hunter, K&E team re draft presentation (.4); correspond with J. Kasulis and A. Lullo re same (.5); correspond with A. Lullo and K&E team re same (.5); review and revise same (3.1).
09/05/23	Janet Bustamante	1.00	Correspond with L. Beran, K&E team re document requests for presentation to the disinterested directors.
09/05/23	Jacqueline Cloutier	0.10	Telephone conference with R. Mulvihill, W. Williams, K&E, Milbank and GDC teams re status.
09/05/23	Jacquelyn M. Kasulis, P.C.	3.00	Participate in telephone conference with A. Lullo, K&E team re presentation (.5); prepare for presentation (2.5).
09/05/23	Allison Lullo	3.10	Telephone conference with J. Kasulis, E. Geier and J. Sussberg re presentation (.8); telephone conference with L. Beran and J. Kasulis re same (.8); revise same (1.1); telephone conference with L. Beran re same (.4).
09/05/23	Matt Pinkney	0.50	Draft, revise disinterested directors presentation.
09/05/23	Christine Shang	0.30	Correspond with AlixPartners re UCC's request (.1); correspond with AlixPartners re insolvency analysis questionnaire (.1); review and analyze documents re same (.1).
09/05/23	David G. Strecker	1.80	Review, revise disinterested director presentation.
09/05/23	Baya Yantren	1.20	Review, revise presentation (1.0); correspond with A. Lullo and L. Beran re same (.2).

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/06/23	Lindsey Beran	3.30	Review, revise presentation (1.5); correspond with D. Hunter, K&E team re same (.3); correspond with A. Lullo re same (.5); investigate and analyze factual background re same (.8); correspond with A. Lullo, K&E team re same (.2).
09/06/23	Jacquelyn M. Kasulis, P.C.	5.20	Correspond with Company, D. Hunter and K&E team re presentation (.7); analyze presentation (3.9); prepare for same (.6).
09/06/23	Allison Lullo	2.50	Telephone conference with J. Kasulis re presentation (.8); telephone conference with J. Kasulis and L. Beran re presentation (.7); revise presentation (1).
09/06/23	Christine Shang	0.50	Correspond with B. Levine re historical forecasts (.1); correspond with Veritext re J. Aronoff deposition (.1); correspond with Cole Schotz re same (.1); review and analyze solvency analysis questionnaire (.1); correspond with C. McGushin re same (.1).
09/06/23	David G. Strecker	1.50	Review, revise disinterested director presentation.
09/06/23	Baya Yantren	3.20	Review, revise presentation (3.0); research re same (.2).
09/07/23	Lindsey Beran	1.10	Research and analyze re presentation (.3); revise presentation (.5); correspond with D. Hunter, K&E team re same (.3).
09/07/23	Jacquelyn M. Kasulis, P.C.	3.00	Review and revise findings presentation.
09/07/23	Allison Lullo	1.30	Research re share repurchase chronology.
09/07/23	Christine Shang	0.20	Correspond with AlixPartners re historical forecasts (.1); correspond with counsel for UCC re same (.1).
09/08/23	Lindsey Beran	0.70	Review and revise presentation (.5); correspond with A. Lullo re same (.2).
09/08/23	Jacquelyn M. Kasulis, P.C.	2.30	Conference with E. Geier re Board meeting (.4); correspond with A. Lullo re same (.5); prepare for presentation (1.4).
09/08/23	Song Lin	0.80	Compile, organize preparation of Company documents for review (.6); correspond with C. Shang re same (.2).
09/08/23	Allison Lullo	3.30	Participate in presentation (1.5); conference with J. Kasulis re same (1.1); conference with L. Beran re same (.4); draft summary of share repurchase research (.3).

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/08/23	Christine Shang	2.20	Review and analyze search term hits from UCC for possible production (.1); correspond with D. Hunter, K&E team re same (.1); correspond with AlixPartners re Board and committee minutes (.1); review and analyze documents for production pursuant to UCC's request (1.8); correspond with UCC counsel re production (.1).
09/09/23	Lindsey Beran	1.80	Review and revise draft presentation (1.5); correspond with A. Lullo, K&E team re same (.3).
09/09/23	Patrick Forte	2.10	Review and analyze documents and Company press releases (1.2); prepare for presentation to disinterested directors (.9).
09/09/23	Jacquelyn M. Kasulis, P.C.	5.20	Review and revise presentation for the disinterested directors (3.0); prepare for presentation (2.2).
09/09/23	Allison Lullo	1.00	Correspond with B. Yantren re revisions to presentation.
09/09/23	David G. Strecker	6.30	Review, revise disinterested director presentation.
09/09/23	Baya Yantren	1.80	Research re presentation.
09/10/23	Lindsey Beran	3.50	Conference with J. Kasulis and A. Lullo to prepare for presentation (1.0); participate in presentation related to draft findings (1.5); review and analyze certain issues related to stock repurchase (.5); correspond with A. Lullo, K&E team re same (.5).
09/10/23	Jacquelyn M. Kasulis, P.C.	4.20	Conference with A. Lullo and L. Beran re disinterested directors presentation (1.0); prepare for same (1.0); participate in presentation (2.0); correspond with A. Lullo re same (.2).
09/10/23	Allison Lullo	2.80	Telephone conference with J. Kasulis and L. Beran re presentation preparation (1.0); participate in presentation to disinterested directors (1.5); telephone conference with J. Kasulis re same (.3).
09/11/23	Lindsey Beran	0.40	Correspond with K&E team and counsel (.1); review and revise talking points to prepare for Board meeting (.3).
09/11/23	Ross J. Fiedler	0.50	Telephone conference with Company and Huth Reynolds re shipping litigation.

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/11/23	Jacquelyn M. Kasulis, P.C.	1.70	Conference with Company and E. Geier re Board meeting (.5); correspond with A. Lullo re same (.2); prepare for board meeting (.3); participate in Board meeting (.7).
09/11/23	Song Lin	2.80	Coordinate preparation of Company presentation (2.3); correspond with A. Lullo re same (.5).
09/11/23	Allison Lullo	4.00	Participate in presentation (1.0); draft board talking points (1.0); draft responses to disinterested director follow up questions (1.7); telephone conference with J. Kasulis re board meeting (.3).
09/11/23	Christine Shang	1.40	Review and tag for production documents responsive to UCC search terms re Rule 2004 requests (1.2); correspond with AlixPartners re UCC requests for information (.2).
09/11/23	Baya Yantren	2.70	Research re 10b5-1 plan (2.5); correspond with A. Lullo, L. Beran and J. Kasulis re same (.2).
09/12/23	Jacquelyn M. Kasulis, P.C.	0.40	Conference with Company re impact of prior settlement.
09/12/23	Christine Shang	1.10	Review and analyze documents re JP Morgan valuation report (.9); correspond with AlixPartners re same (.2).
09/13/23	Jacob E. Black	1.20	Analyze, revise documents re 9019 settlement (.6); correspond with R. Fiedler re same (.2); further revise documents re 9019 settlement (.4).
09/13/23	Christine Shang	1.10	Review and analyze documents for potential production to UCC in response to search terms from Rule 2004 request.
09/14/23	Jacob E. Black	1.30	Review, revise 9019 joint venture motion (1.2); correspond with R. Fiedler and Cole Schotz team re same (.1).
09/14/23	Christine Shang	2.50	Review and analyze documents for potential production to UCC in response to search terms from Rule 2004 request.
Total		130.00	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086642
Client Matter: 53510-26

In the Matter of Non-Working Travel

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 11,373.00

Total legal services rendered

\$ 11,373.00

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Amy Donahue	7.20	480.00	3,456.00
Ross J. Fiedler	0.50	1,295.00	647.50
Julia R. Foster	7.10	480.00	3,408.00
Emily Geier, P.C.	1.10	1,495.00	1,644.50
Noah Z. Sosnick	1.00	1,155.00	1,155.00
Mary Catherine Young	1.20	885.00	1,062.00
TOTALS	18.10		\$ 11,373.00

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/10/23	Amy Donahue	2.70	Travel from Chicago, IL to New York, NY for confirmation hearing (billed at half time).
09/10/23	Julia R. Foster	2.80	Travel from Chicago, IL to New York, NY for confirmation hearing (billed at half time).
09/12/23	Amy Donahue	1.60	Travel from New York, NY to Newark, NJ courthouse for confirmation hearing (billed at half time) (.8); travel from Newark, NJ to New York, NY re same (billed at half time) (.8).
09/12/23	Ross J. Fiedler	0.50	Travel from Newark, NJ to New York, NY for confirmation hearing (billed at half time).
09/12/23	Julia R. Foster	1.30	Travel from New York, NY to Newark, NJ courthouse for confirmation hearing (billed at half time) (.6); travel from Newark, NJ to New York, NY re same (billed at half time) (.7).
09/12/23	Emily Geier, P.C.	1.10	Travel from Westchester, NY to Newark, NJ re hearing (billed at half time) (.6); travel from Newark, NJ to New York, NY re same (billed at half time) (.5).
09/12/23	Noah Z. Sosnick	1.00	Travel from New York, NY to Newark, NJ courthouse for confirmation hearing (billed at half time) (.5); travel from Newark, NJ to New York, NY re same (billed at half time) (.5).
09/12/23	Mary Catherine Young	0.80	Travel from New York, NY to Newark, NJ for confirmation hearing (billed at half time).
09/12/23	Mary Catherine Young	0.40	Travel from Newark, NJ to New York, NY from confirmation hearing (billed at half time).
09/13/23	Amy Donahue	2.90	Travel from New York, NY to Chicago, IL after confirmation hearing (billed at half time).
09/13/23	Julia R. Foster	3.00	Travel from New York, NY to Chicago, IL after confirmation hearing (billed at half time).
Total		18.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086643

Client Matter: 53510-29

In the Matter of Employee and Labor Matters

For legal services rendered through September 14, 2023
(see attached Description of Legal Services for detail)

\$ 5,870.50

Total legal services rendered

\$ 5,870.50

Summary of Hours Billed

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Matthew Antinossi	1.80	1,895.00	3,411.00
Ross J. Fiedler	0.90	1,295.00	1,165.50
Sooah Kim	0.90	885.00	796.50
Michael A. Sloman	0.50	995.00	497.50
TOTALS	4.10		\$ 5,870.50

Description of Legal Services

<u>Date</u>	<u>Name</u>	<u>Hours</u>	<u>Description</u>
09/04/23	Matthew Antinossi	0.10	Review, analyze correspondence from Company re Puerto Rico 401(k) issues.
09/05/23	Matthew Antinossi	0.20	Review, analyze Puerto Rico 401(k) plan (.1); correspond with M. Sloman, K&E team and Puerto Rico counsel re same (.1).
09/05/23	Michael A. Sloman	0.10	Correspond with local counsel re Puerto Rico pension plan.
09/07/23	Matthew Antinossi	0.20	Review, analyze correspondence from Company re 401(k) plan wind down issues (.1); telephone conference with R. Fiedler re same (.1).
09/07/23	Michael A. Sloman	0.40	Review, revise Puerto Rico local counsel engagement letter.
09/08/23	Matthew Antinossi	0.60	Review, analyze correspondence from Company re COBRA issues (.2); review and analyze COBRA regulations re same (.3); correspond with Company re same (.1).
09/08/23	Sooah Kim	0.90	Correspond with M. Antinossi, K&E team re COBRA related issues (.1); research issuers same (.8).
09/10/23	Matthew Antinossi	0.10	Correspond with R. Fiedler, K&E team re fiduciary policy claim letter.
09/11/23	Matthew Antinossi	0.50	Correspond with R. Fiedler, K&E team re fiduciary liability claim notice letter (.2); review and revise same (.3).
09/11/23	Ross J. Fiedler	0.50	Telephone conference with M. Antinossi, K&E team, Company re employee benefits matters.
09/13/23	Matthew Antinossi	0.10	Correspond with R. Fiedler, K&E team re employee record retention and related issues.
09/13/23	Ross J. Fiedler	0.40	Correspond with M. Antinossi, K&E team, Cole Schotz, and Company re labor and employment issues.
Total		4.10	

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KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

601 Lexington Avenue
New York, NY 10022

FEIN 36-1326630

October 31, 2023

Bed Bath and Beyond Inc.
650 Liberty Avenue
Union, NJ 07093

Attn: Arlene Hong

Invoice Number: 1050086596
Client Matter: 53510-30

In the Matter of Expenses

For expenses incurred through September 17, 2023
(see attached Description of Expenses for detail)

\$ 13,454.64

Total expenses incurred

\$ 13,454.64

Description of Expenses

<u>Description</u>	<u>Amount</u>
Third Party Telephone Charges	8.00
Standard Copies or Prints	116.80
Color Copies or Prints	248.60
Outside Messenger Services	121.90
Local Transportation	3,993.67
Travel Expense	4,620.30
Airfare	1,874.04
Transportation to/from airport	375.40
Travel Meals	609.10
Catering Expenses	44.50
Westlaw Research	114.50
LexisNexis Research	550.68
Overtime Transportation	131.42
Overtime Meals - Attorney	308.15
Document Services Overtime	105.78
Computer Database Research - Soft	231.80
Total	\$ 13,454.64

Description of Expenses

Third Party Telephone Charges

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/30/23	Christine Shang - Christine Shang, Internet, Hearing 08/30/2023	8.00
	Total	8.00

Standard Copies or Prints

<u>Date</u>	<u>Description</u>	<u>Amount</u>
07/17/23	Standard Copies or Prints	4.80
07/18/23	Standard Copies or Prints	6.60
07/18/23	Standard Copies or Prints	4.00
07/18/23	Standard Copies or Prints	9.50
07/18/23	Standard Copies or Prints	0.30
07/18/23	Standard Copies or Prints	31.50
07/20/23	Standard Copies or Prints	8.00
07/26/23	Standard Copies or Prints	12.90
08/01/23	Standard Copies or Prints	0.50
08/01/23	Standard Copies or Prints	1.20
09/12/23	Standard Copies or Prints	0.30
09/12/23	Standard Copies or Prints	32.70
09/12/23	Standard Copies or Prints	4.50
	Total	116.80

Color Copies or Prints

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/01/23	Color Copies or Prints	0.55
08/01/23	Color Copies or Prints	1.10
08/24/23	Color Copies or Prints	47.30
09/06/23	Color Copies or Prints	53.90
09/12/23	Color Copies or Prints	80.30
09/12/23	Color Copies or Prints	65.45
	Total	248.60

Outside Messenger Services

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/10/23	CROWN DELIVERY & LOGISTICS - Courier Deliveries	66.70
09/10/23	CROWN DELIVERY & LOGISTICS - Courier Deliveries	55.20
	Total	121.90

Local Transportation

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/28/23	Ross J. Fiedler - Taxi, Cab home from NY K&E Office	20.98
08/29/23	Ross J. Fiedler - Taxi, Cab home from NY K&E Office.	24.99
08/29/23	Christine Shang - Taxi, Hearing 08/29/2023	110.07
08/29/23	Christine Shang - Taxi, Hearing 08/29/2023	56.52
08/30/23	Christine Shang - Taxi, Hearing 08/30/2023	25.12
09/08/23	VITAL TRANSPORTATION SERVICES INC – Cab from NY K&E Office to Newark District Court. for lease sale hearing 08/30/2023	701.52
09/08/23	VITAL TRANSPORTATION SERVICES INC – ZOMO TANZILA – Cab from NY K&E Office to Newark District Court for lease sale hearing for attorneys 08/30/2023	802.45
09/08/23	VITAL TRANSPORTATION SERVICES INC - Cab from NY K&E Office to Newark District Court for lease sale hearing for attorneys. 08/30/2023	251.99
09/08/23	VITAL TRANSPORTATION SERVICES INC - Fielder Ross Cab to Newark District Court for lease sale hearing for attorneys. 08/30/2023	89.50
09/08/23	VITAL TRANSPORTATION SERVICES INC - Fielder Ross Cab from NY K&E Office to Newark District Court for lease sale hearing for attorneys 08/30/2023	88.14
09/11/23	Julia R. Foster - Taxi, Travel to NY for hearing 09/11/2023	43.92
09/12/23	SUNNY'S WORLDWIDE - JULIA R FOSTER-KE NY 601 LEXINGTON AVE NEW YORK NY 10022-KE NY 601 LEXINGTON AVE NEW YORK NY 10022 09/12/2023	773.26
09/12/23	SUNNY'S WORLDWIDE - ROSS JAY FIEDLER-RESIDENCE TO NEWARK 09/12/2023	174.57
09/12/23	SUNNY'S WORLDWIDE - JULIA R FOSTER-KE NY 601 LEXINGTON AVE NEW YORK NY 10022-KE NY 601 LEXINGTON AVE NEW YORK NY 10022 09/12/2023	775.38
09/12/23	Amy Donahue - Taxi, Travel to NY hearing 09/12/2023	14.93
09/13/23	Julia R. Foster - Taxi, Travel to NY for hearing 09/13/2023	25.37
09/13/23	Amy Donahue - Taxi, Travel to NY for hearing 09/13/2023	14.96
	Total	3,993.67

Travel Expense

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/29/23	Christine Shang - Lodging, New York, New York to hearing 08/29/2023	467.20
09/10/23	Julia R. Foster - Lodging, New York to, Travel to New York for hearing 09/10/2023	444.80
09/10/23	Amy Donahue - Lodging, New York to, hearing 09/10/2023	577.26
09/11/23	Julia R. Foster - Lodging, New York to, Travel to New York for hearing 09/11/2023	548.31
09/11/23	Amy Donahue - Lodging, New York to, hearing 09/11/2023	734.47
09/12/23	Julia R. Foster - Lodging, New York to, Travel to New York for hearing 09/12/2023	821.18
09/12/23	Amy Donahue - Lodging, New York to, hearing 09/12/2023	1,027.08
	Total	4,620.30

Legal Services for the Period Ending September 14, 2023

Invoice Number:

1050086596

Bed Bath and Beyond Inc.

Matter Number:

53510-30

Expenses

Airfare

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/27/23	Christine Shang - Airfare, Houston, Texas to, Hearing 08/27/2023	263.82
08/27/23	Christine Shang - Airfare, New York to, Hearing 08/27/2023	303.02
08/27/23	Christine Shang - Agency Fee, Hearing 08/27/2023	21.00
08/27/23	Christine Shang - Agency Fee, Hearing 08/27/2023	21.00
09/07/23	Julia R. Foster - Airfare, New York to, Travel to New York for hearing 09/07/2023	464.47
09/07/23	Julia R. Foster - Agency Fee, Travel to New York for hearing 09/07/2023	58.00
09/08/23	Amy Donahue - Airfare, New York to, hearing 09/08/2023	340.28
09/08/23	Amy Donahue - Agency Fee, Travel to New York for hearing 09/08/2023	58.00
09/11/23	Julia R. Foster - Agency Fee, Travel to New York for hearing 09/11/2023	35.00
09/12/23	Amy Donahue - Airfare, Chicago to New York hearing 09/12/2023	251.45
09/12/23	Amy Donahue - Agency Fee, Travel to New York for hearing 09/12/2023	58.00
	Total	1,874.04

Transportation to/from airport

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/10/23	Julia R. Foster - Transportation To/From Airport, Travel to New York for hearing 09/10/2023	119.93
09/10/23	Julia R. Foster - Transportation To/From Airport, Travel to New York for hearing 09/10/2023	71.99
09/10/23	SUNNY'S WORLDWIDE - AMY DONAHUE-LGA-THE LEXINGTON HOTEL 511 LEXINGTON AVE 48TH ST NEW YORK NY 10017 09/10/2023	91.74
09/13/23	SUNNY'S WORLDWIDE - AMY DONAHUE-KE NY 601 LEXINGTON AVE NEW YORK NY 10022-LGA 09/13/2023	91.74
	Total	375.40

Travel Meals

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/29/23	Christine Shang - Travel Meals, New York, New York Hearing 08/29/2023	28.60
08/30/23	Christine Shang - Travel Meals, New York, New York Hearing 08/30/2023	1.99
08/30/23	Christine Shang - Travel Meals, New York, New York Hearing 08/30/2023	8.72
09/10/23	Julia R. Foster - Travel Meals, Chicago Travel to New York for hearing 09/10/2023	20.12
09/10/23	Amy Donahue - Travel Meals, New York for hearing in NY 09/10/2023	47.96
09/11/23	Julia R. Foster - Travel Meals, New York Travel to New York for hearing 09/11/2023	187.00
09/11/23	Julia R. Foster - Travel Meals, New York Travel to New York for hearing 09/11/2023	13.54
09/12/23	Julia R. Foster - Travel Meals, New York Travel to New York for hearing 09/12/2023	250.00
09/12/23	Julia R. Foster - Travel Meals, New York Travel to New York for hearing 09/12/2023	11.87
09/12/23	Julia R. Foster - Travel Meals, New York Travel to New York for hearing 09/12/2023	21.17
09/13/23	Julia R. Foster - Travel Meals, New York Travel to New York for hearing 09/13/2023	18.13
	Total	609.10

Catering Expenses

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/01/23	FLIK - Bed Bath and Beyond Inc.8/30/2023	30.00
08/01/23	FLIK - Bed Bath and Beyond Inc.8/30/2023	14.50
	Total	44.50

Westlaw Research

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/02/23	THOMSON REUTERS - WEST PUBLISHING CORP - WESTLAW Research Charges by Young, Mary Catherine on 9/2/2023	22.90
09/05/23	THOMSON REUTERS - WEST PUBLISHING CORP - WESTLAW Research Charges by Sloman, Michael on 9/5/2023	22.90
09/09/23	THOMSON REUTERS - WEST PUBLISHING CORP - WESTLAW Research Charges by Young, Mary Catherine on 9/9/2023	68.70
	Total	114.50

LexisNexis Research

<u>Date</u>	<u>Description</u>	<u>Amount</u>
09/01/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/1/2023 by Clara Mosquera	28.89
09/02/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/2/2023 by Clara Mosquera	6.53
09/03/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/3/2023 by Clara Mosquera	1.63
09/04/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/4/2023 by Noah Sosnick	76.63
09/04/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/4/2023 by Clara Mosquera	32.15
09/05/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/5/2023 by Clara Mosquera	6.52
09/05/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/5/2023 by Noah Sosnick	38.32
09/06/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/6/2023 by Clara Mosquera	38.69
09/07/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/7/2023 by Clara Mosquera	79.53
09/08/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/8/2023 by Clara Mosquera	65.36
09/09/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/9/2023 by Clara Mosquera	52.24
09/10/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/10/2023 by Clara Mosquera	3.26
09/11/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/11/2023 by Clara Mosquera	35.41
09/12/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/12/2023 by Clara Mosquera	11.42
09/13/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/13/2023 by Clara Mosquera	38.68
09/14/23	RELX Inc DBA LexisNexis - LexisNexis Research on 9/14/2023 by Clara Mosquera	35.42
	Total	550.68

Overtime Transportation

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/01/23	Ross J. Fiedler - Taxi, OT cab home 08/01/2023	27.26
09/05/23	Ross J. Fiedler - Ross J. Fiedler, Taxi, OT Cab home 09/05/2023	21.28
09/09/23	David G. Strecker - David G. Strecker, Taxi, OT cab home. 09/09/2023	33.74
09/12/23	Ross J. Fiedler - Taxi, OT Cab home 09/12/2023	49.14
	Total	131.42

Overtime Meals - Attorney

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/13/23	GRUBHUB HOLDINGS INC - Strecker David G. 8/8/2023 OT Meal	30.16
09/03/23	GRUBHUB HOLDINGS INC - Pavlovich Chris 8/29/2023 OT Meal	35.83
09/03/23	GRUBHUB HOLDINGS INC - Black Jacob E. 8/29/2023 OT Meal	35.83
09/03/23	GRUBHUB HOLDINGS INC - Fiedler Ross J. 8/29/2023 OT Meal	42.00
09/03/23	GRUBHUB HOLDINGS INC - Fiedler Ross J. 8/28/2023 OT Meal	42.00
09/10/23	GRUBHUB HOLDINGS INC - Sosnick Noah Z. 9/7/2023 OT Meal	42.00
09/10/23	GRUBHUB HOLDINGS INC - Sosnick Noah Z. 9/5/2023 OT Meal	41.02
09/11/23	GRUBHUB HOLDINGS INC - Young Mary Catherine 9/11/2023 OT Meal	39.31
	Total	308.15

Document Services Overtime

<u>Date</u>	<u>Description</u>	<u>Amount</u>
07/14/23	Revisions to: Spreadsheet(s)	32.25
07/20/23	Format and revise: Brief/Pleading(s)	4.30
07/26/23	Excel format for printing/PDF of: Spreadsheet(s)	13.76
08/07/23	Format and revise: Document(s)	9.46
08/29/23	Format and revise: Presentation(s)	46.01
	Total	105.78

Computer Database Research - Soft

<u>Date</u>	<u>Description</u>	<u>Amount</u>
08/01/23	PACER Usage for 08/2023	14.00
08/01/23	PACER Usage for 08/2023	41.50
08/01/23	PACER Usage for 08/2023	3.10
08/01/23	PACER Usage for 08/2023	11.70
08/01/23	PACER Usage for 08/2023	3.00
08/01/23	PACER Usage for 08/2023	3.00
08/01/23	PACER Usage for 08/2023	18.10
08/01/23	PACER Usage for 08/2023	119.00
08/01/23	PACER Usage for 08/2023	14.60
08/01/23	PACER Usage for 08/2023	3.80
	Total	231.80
TOTAL EXPENSES		\$ 13,454.64